

**The Fairmont-Morgantown Housing Authority  
Request for Proposals (RFP)  
PH #1-2017 Lawn Care Services**

The Fairmont-Morgantown Housing Authority (FMHA) will accept Request for Proposals (RFP) for lawn care services.

It is the intent of FMHA to enter into a one (1) year service agreement, with option to renew annually for up to four (4) additional years, based on the lawn care needs of the FMHA.

RFP's should be sent to Bekah Gillespie by email at [bgillespie@fmhousing.com](mailto:bgillespie@fmhousing.com) or by fax to 304-366-0469 or delivered to The Fairmont-Morgantown Housing Authority, 103 12th Street Fairmont, WV 26554, Attn: Bekah Gillespie - PH Lawn Care Services RFP Submittal.

To view the specific sites and properties listed in this RFP, please meet with our Maintenance Department at our 103 12<sup>th</sup> Street office location for the pre-bid meeting as detailed below.

Pre-Bid Meeting/View Properties:

**Friday, March 10, 2017  
9:00 a.m.**

In order to be eligible for award of this contract the entire bid must be received by the date and time posted below:

Proposal Due Date/Time:

**Monday, March 20, 2017  
3:00 p.m.**

Direct all questions for this RFP by March 15, 2017 in *written form* to: Bekah Gillespie via email to [bgillespie@fmhousing.com](mailto: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**

The Fairmont-Morgantown Housing Authority (FMHA) owns and operates 136 units of public housing with scattered sites around Fairmont, WV. The public housing program provides affordable rental options for low-income families and is primarily funded by the U.S. Department of Housing and Urban Development (HUD).

## **II. Terms**

Once a contractor is selected and all required submittals are received by FMHA, an agreement will be executed which may remain in effect for a term of one (1) year from **April 1, 2017 to April 1, 2018**. This contract may be extended four (4) times in 1-year increments, not to exceed April 1, 2022.

**The FMHA reserves the right to select multiple Contractors to provide lawn care services.** If multiple contracts are entered into, work priority will be given to the lowest qualified bidder.

The contract may be terminated by either party with a thirty (30) day written notice.

The FMHA reserves the right to use other lawn care services when necessary to meet HUD established guidelines.

## **III. Scope of Work**

Provide the bi-weekly lawn care services for the FMHA Administrative Office and Public Housing locations including: Carlone Street, Billingslea Street, Chicago Street, Maple Avenue, Ogden Avenue, View Avenue, Virginia Avenue, Oregon Avenue, Columbia Street, Courtland Street, Harlem Street, Howard Street and Norval Street.

Contractor agrees to provide labor and all tools, equipment, materials and supplies necessary to effectively complete the service as described in this document.

### **A. SCOPE FOR LAWN CARE REQUIREMENTS**

#### **Bi-Weekly**

1. Mow all grass on FMHA owned properties as listed above.
2. Removal of all weeds and other types of pest growth inside and around all trees, shrubs and flowerbeds (particularly on, but not limited to, Oregon Avenue and Carlone Street), along walkways and streets, and against buildings and playgrounds.
3. Removal of all debris from areas to be mowed prior to mowing.
4. Sweep or blow away any grass or other debris remaining after mowing from all sidewalks, parking lots and streets.

#### **Twice a Season**

1. Hillside is to be cut back at Norval Street and Ogden Avenue.

#### **Once in the Month of September Only**

1. The outside of the fence line is to be cut at Oregon Avenue.

## **B. INSPECTION**

Immediately on completion of the lawn care, the Contractor will contact the Maintenance supervisor for the FMHA, or his representative, for inspection of the property. The FMHA reserves the right to inspect the property at any point while services are being performed. The Contractor will be required to have a cellular phone on the job at all times.

## **C. SCHEDULE OF SERVICES**

Lawn care maintenance will be performed on a bi-weekly basis April 1<sup>st</sup> – November 20<sup>th</sup>, unless otherwise agreed upon with the FMHA due to extreme weather conditions or other emergency situations.

## **IV. Compensation**

The cost of lawn care services will be determined by the winning proposal(s). The proposed price must include all services listed under the scope of work for lawn care.

Because this is a HUD funded project, minimum wages to workers must be in compliance with HUD Form 52158 and 5370-C Section II. (see attachment at end of RFP)

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 of 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. Examination and Retention of Contractor's Records: FMHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records that involve transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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. All subcontracts shall include the Section 3 Clause as incorporated into this RFP by attachment.

14. Business License: All Contractors and subcontractors shall hold or obtain prior to commencement of work a Fairmont Business License and applicable West Virginia Contractors License.

15. Payments: Payments will be made within 30 days upon completion of work and submission of 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, equipment used, and number of employees to include contract workers.

2. Employees: Describe how many are employed with your company, how many will be assigned to the proposed project, and how much professional experience each employee has in lawn care.

3. 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.

4. Pricing: Provide a firm total cost based on the properties listed. Total cost must be all inclusive.

5. Include an executed copy of HUD Form 5369-C titled "Instructions and Representations of Offerors" (see attachment at end of RFP).

## **VII. PROCUREMENT PROCESS**

Proposals received in response to this solicitation will be evaluated using the following evaluation process.

### **A. EVALUATION PROCESS/CONTRACT AWARD**

The evaluation process will be used to determine the firms that will comprise the short list, from which final selection for contract award will ultimately be made.

1. During the evaluation process, technical proposals will be evaluated and scored by an Evaluation Committee appointed by the Executive Director.
2. Each member of the selection committee will score each proposal.
3. Scoring will be based on how well the proposal meets the criteria established in this RFP. The available points associated with each area of consideration are shown below in section B.
4. The results of the evaluation of the proposals will be used to determine which proposals will be considered in the competitive range. Proposals will be considered acceptable if they have a minimum score of 85 points or above.
5. The FMHA may request that proposers whose submittals are in the competitive range make oral presentations concerning their qualifications to the Authority's Evaluation Committee. Presentations will be scheduled by FMHA on an individual basis.
6. Respondents with acceptable proposals may be requested to supply additional information to assist in completing the due diligence review. Failure to satisfactorily complete the due diligence review within the timeframe established by FMHA will result in disqualification of Respondents proposal.
7. The FMHA reserves the right to make no award, or decline to enter negotiations should it believe that no Respondent to this RFP would be capable of delivering the necessary level of service within an acceptable price range and/or the time period.

8. The Evaluation Committee will evaluate the merits of proposals received in accordance with the evaluation factors stated in the RFP and formulate a recommendation. However, while a numerical rating system may be used to assist the Evaluation Committee in selecting the competitive range (if necessary) and making an award recommendation decision, the award decision is ultimately a business decision that will reflect an integrated assessment of the relative merits of the proposal using the factors and their relative weights disclosed in the RFP.

## **B. EVALUATION CRITERIA AND SCORING**

### **Organizational Capacity:**

**20 Points**

1. Respondent's organizational capacity will be evaluated through an assessment of the Respondent's staff, specialists', and consultants' experience and qualifications. In addition, the Respondent's ability to perform the work in a timely manner will be evaluated through a review of previous performance on similar projects, as well as current and projected capacity and workload.
2. Maximum consideration will be given to those Respondents having staff with the greatest amount of experience in performing work as required herein, and who can demonstrate sufficient capacity to perform the work in a timely manner given current and projected workload.

### **Relevant Experience and Past Performance:**

**25 Points**

1. Relevant experience and past performance will be evaluated through an assessment of previous, similarly related projects completed to date.
2. Maximum consideration will be given to those Respondents, who demonstrate through their submittal, a documented track record of successfully completing projects of the same type required by this RFP.
3. Maximum consideration will also be given to those Respondents who exhibit a successful track record of performing similar services for public housing authorities.

### **Respondent's Approach and Response to Scope of Service:**

**25 Points**

1. The Respondent's approach and response to the Scope of Service will be evaluated through an assessment of the proposed approach for each element of work identified in the Scope of Service.

2. Maximum consideration will be given to those Respondents, who demonstrate through their submittal, a clear and prudent plan for performing the required work within the established timeframe.

**Proposal Cost:**

**30 Points**

1. Proposal cost will be evaluated through a careful analysis of cost compared to the other Respondents proposals.
2. Maximum consideration will be given to those Respondents, who demonstrate through their submittals, the ability to perform the required work at minimum cost to FMHA.

**Additional Points:**

**Section 3 Participation Plan:**

**5 points**

1. Section 3 participation will be evaluated through an assessment of the action plans and participation schedules submitted.
2. Maximum consideration will be given to those Respondents, who demonstrate through their submittals, that Section 3 business enterprise contracting, and Section 3 resident employment and training, will be met.

**Summary of Evaluation Criteria**

Organizational Capacity	20 Points
Relevant Experience and Past Performance	25 Points
Respondent's Approach/Response to Scope of Service	25 Points
Proposal Cost	30 Points
	<b>Total: 100 Points</b>

**ADDITIONAL POINTS:**

Section 3 Participation Plan	5 Points
	<b>Total: 5 Points</b>

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**Total Possible Points: 105 Points**



### **VIII. 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.

### **IX. Attachments**

Review all attachments for additional FMHA and HUD Contract Requirements. Where applicable, make sure to fill out and return these forms with the RFP.

1. RFP Lawn Care – Cost Proposal Form
2. Section 3 Clause
3. FMHA Hold Harmless & Insurance Requirements Form
4. Instructions to Offerors Non-Construction (HUD Form 5369-B)
5. Instructions and Representations of Offerors (HUD Form 5369-C)
6. General Conditions for Non-Construction Contracts Section II (HUD Form 5370-C)
7. Tax Exemption FMHA

The Fairmont-Morgantown Housing Authority  
103 12<sup>th</sup> Street, PO Box 2738  
Fairmont, WV 26554

**REQUEST FOR PROPOSAL (RFP)  
LAWN CARE SERVICES**

**COST PROPOSAL FORM**

When submitting your price, make sure that your total cost includes ALL WORK. No add on service costs will be allowed.

I, \_\_\_\_\_ (Print Name), will perform lawn care services as outlined in the scope of services contained in this RFP. I will perform the required services for the amount of the cost as outlined below:

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### 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).

# Fairmont & Morgantown Housing Authorities

103 Twelfth Street  
P.O. Box 2738  
Fairmont, WV 26555-2738  
PH (304) 363-0860 • FAX (304) 366-0469

Morgantown:  
(304) 291-1660

Monongalia, Taylor & Preston Counties:  
1-800-637-7464

## 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.

## INSURANCE REQUIREMENT

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 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.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorized Company Representative

Effective 02/13/2014

\_\_\_\_\_  
Date



# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and

(2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

## 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

(a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:



# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**5. Disputes concerning labor standards**

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be

(ii)

(iii)

final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

**6. Contract Work Hours and Safety Standards Act**

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

**(c) Withholding for unpaid wages and liquidated damages.**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

**7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

**8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

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 possibly 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 Multi-state Supplemental form.
- If not, enter the two-letter postal abbreviation for the state under whose laws you are claiming exemption.

2. Check if this certificate is for a single purchase and enter the related invoice/purchase order # \_\_\_\_\_

3. Please print

The Fairmont-Morgantown Housing Authority

PO Box 2738 103 12<sup>th</sup> Street Fairmont WV 26554

Purchaser's Tax ID Number 55-6011100001 State of Issue WV Country of Issue USA

If no Tax ID Number FEIN Driver's License Number/State Issued ID Number Foreign diplomat number  
Enter one of the following:

Name of seller from whom you are purchasing, leasing or renting State of Issue: Number

Seller's address City State Zip Code

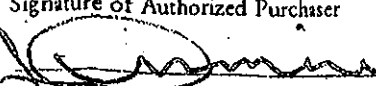
4. Type of business. Circle the number that describes your business

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

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

- A Federal government (department)
- B State or local government FMHA
- C Tribal government (name)
- D Foreign diplomat #
- E Charitable organization #
- F Religious or educational organization #
- G Resale #
- H Agricultural production #
- I Industrial production/manufacturing #
- J Direct pay permit #
- K Direct mail #
- L Other (explain)

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 Print Name Here Title Date  
 J. W. Dumire Assistant Director

Fairmont-Morgantown Housing Authority  
103 12th. Street - P.O. Box 2738  
Fairmont, WV 26555-2738  
(304) 363-0860