



The Fairmont-Morgantown Housing Authority

NeighborWorks® HomeOwnership Center

SCOPE OF WORK

1. The Fairmont-Morgantown Housing Authority is looking for a Contractor to provide fingerprinting and background check services for our tenants.
2. The Contractor must be approved by FBI and HUD regulations and standards.
3. The Contractor's turnaround time has to be within 24 hours of submission; unless, there is failure with the system.
4. The Contractor must have software compatibility with the current software used by The Fairmont-Morgantown Housing Authority.
5. The Contractor must state how many calls per re-submission or reject.
6. The Contractor has to include what type of billing method they use.
7. The Fairmont-Morgantown Housing Authority requires live scans of fingerprints.
8. The Contractor fingerprint software must be able to accept flats scan fingerprints.
9. The Contract will be valid for one (1) year, with the option to extend four times in 1-year increments, not to exceed December of 2023. The Fairmont-Morgantown Housing Authority reserves the right to terminate the Contractor with a thirty (30) day written notice.

GENERAL CONDITIONS & REQUIREMENTS

1. The Contractor must be properly licensed for business with the State of West Virginia and the Cities of Fairmont and Morgantown, and shall be responsible for payment of any and all fees and taxes required by State and local law with respect to this contract. Evidence of proper licensing may be requested at any time. The Fairmont-Morgantown Housing Authority is exempt from sales tax, and a tax-exempt certification will be provided to the selected Contractor upon request.
2. The Fairmont-Morgantown Housing Authority reserves the right to terminate the contract for unsatisfactory performance or such other justifiable causes. In the event the Contractor is performing unsatisfactorily, notice of immediate termination shall be given to the Contractor in writing. A thirty (30) day prior



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written notice shall be given of termination for other justifiable causes, e.g., loss or reduction in availability of funding.

3. The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
4. The Contractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5).
5. The Contractor shall provide access to any books, documents, papers and records, which are directly pertinent to contract services for audits, examination, excerpts and transcriptions at no charge. Such access shall be made to the U. S. Department of Housing and Urban Development officials, Comptroller General of the United States, Executive Director, or any of their duly authorized representatives.
6. The Contractor shall retain all required records for three (3) years after the date of expiration and all other pending matters are closed. Access shall be provided to The Fairmont-Morgantown Housing Authority at no charge during that period.
7. The Contractor is required to abide by all applicable regulations established by the Department of Labor with regard to payment of employees, work hours and all other pertinent regulations governing employees.
8. The Contractor shall indemnify and hold harmless The Fairmont-Morgantown Housing Authority, its employees and agents, for and against any or all liabilities, claims, demands, costs and expenses of every kind and nature, including attorney fees, arising from injury, death, or damage of any person, property, or business sustained for any reason resulting or arising from the performance of this contract.
9. In accordance with federal regulations, The Fairmont-Morgantown Housing Authority requires a drug-free work place. The Contractor shall require all employees sign copies of the notice to honor and abide by the requirements of the Drug Free Work Place Act. Signed copies must be maintained for every employee.
10. Any and all damages to Authority property shall be repaired equivalent to existing by the Contractor at no cost to The Fairmont-Morgantown Housing Authority Prompt notification must be made prior to proceeding with work.



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11. The Contractor shall be required to abide by the Section 3 HUD act of 1968, as amended by the Housing and Community Development Act of 1992, and the requirements for a Section 3 Affirmative Action Plan; and the Standard Federal Equal Employment Contract Specifications set forth in the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246." The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 as amended and shall certify to that effect.
12. Pursuant to the Fairmont-Morgantown Housing Authority's Procurement Policy, special consideration may be given to proposals received from small and minority-owned businesses, women's business enterprises and Section 3 businesses. Evidence in the form of a certification shall be required for qualified businesses and must be submitted with each bid.
13. In order to comply with the law and provisions of the Immigration and Reform and Control Act of 1986, the Contractor must verify that all its employees are United States citizens or aliens authorized to work in the United States.
14. No member, officer or employee of The Fairmont-Morgantown Housing Authority during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract that may be issued as a result of this contract.
15. 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.
16. 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.
17. 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.



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

Fairmont (304)363-0860
Morgantown (304)291-1660
Toll Free (800)637-7464

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

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18. 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.

19. 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.

RFP's should be sent to Bekah Gillespie by email at 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 Fingerprinting RFP Submittal.

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: Friday, November 16, 2018 by 10:00am

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.



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

Fairmont (304) 363-0860
Morgantown (304) 291-1660
Toll Free (800) 837-7464

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NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS
PRESCRIBED IN 18 U.S.C. 1001.

Vendor: _____

Business Address: _____

By: _____

Title: _____

Employer Federal Tax I.D. Number: _____

Business Telephone No.: () _____

Business Fax No.: () _____

Date: ____/____/2018

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PROVIDE THE FOLLOWING:

1. WORKERS COMPENSATION CERT.
2. BUSINESS LICENSE
3. CONTRACTORS LICENSE

AN INSURANCE CERTIFICATE (MIN. 1 MILL.) NAMING THE FAIRMONT-
MORGANTOWN HOUSING AUTHORITY AS ADDITIONAL INSURED WILL BE
REQUIRED BEFORE THE CONTRACT CAN BE AWARDED.



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FORM OF BID

Price per submission \$ _____

Cards per re-submission _____

Billing method _____

Cost To Purchase Hardware _____

Cost To Lease Hardware/ month _____

Software Compatibility _____