



# The Fairmont-Morgantown Housing Authority

## THE FAIRMONT-MORGANTOWN HOUSING AUTHORITY RFP - PH #5-2024 APPLIANCES FOR PUBLIC HOUSING SITES LOCATED IN FAIRMONT, WV and THE HOUSING AUTHORITY MAIN OFFICE

### I. INTRODUCTION

The Fairmont-Morgantown Housing Authority (FMHA) invites the submittal of proposals to this RFP from qualified companies interested in providing refrigerators, stoves and hot water heaters for apartment complexes located in Fairmont, WV.

Responses are solicited for this service in accordance with the terms, conditions, and instructions set forth in the RFP guidelines. All questions and requests for an accompanied site visit shall be directed to Mark Malone at [mmalone@fmhousing.com](mailto:mmalone@fmhousing.com)

The Request for Proposals document may be obtained from FMHA central office upon request or through FMHA web site at [www.fmhousing.com](http://www.fmhousing.com). Request for Proposals documents will also be mailed upon request; however, FMHA is not responsible to ensure timely delivery of mailed Request for Proposals documents. Receipt of responses does not bind the FMHA to any contract for said services, nor does it guarantee that a contract for the Project will be awarded.

### II. LOCATION

Items will be purchased and inventoried at the agency's office location at 103 12<sup>th</sup> Street, Fairmont, WV 26554.

### III. ITEM DESCRIPTION AND QUANTITY

The following appliances are in need for inventory purposes:

1. GE Refrigerator/Top Freezer – GTE17DTNRWW or equivalent – Quantity 5
2. GE Refrigerator/Top Freezer – GTE16DTNRWW or equivalent – Quantity 2
3. GE/Hot Point 30" Gas Range – JGBS10DEMWW or equivalent – Quantity 2
4. GE/Hot Point 30" Electric Range - JBS160DMWW or equivalent – Quantity 3
5. \*AO Smith Tall 30 Gallon NG Water Heater - G6-T3032NVR or equivalent – Quantity 6
6. \*AO Smith Tall 40 Gallon NG Water Heater - G6-T4040NVR or equivalent – Quantity 4
7. AO smith tall 30 Electric Water Heater – E6 – 30H45DV - 1
8. AO Smith Tall 40 Gallon Electric Water Heater - E6-40H45DV or equivalent – Quantity – 2



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If equivalent is used appliance proposal must contain manufacturer and model number.

\*Natural Gas water heater equivalent must contain a Honeywell gas valve control part # 100262939 or interchangeable equivalent. All proposed appliances must be acceptable to FMHA.

**This shall be a fixed price proposal including all listed in the item description. The contract agreement will provide for payment upon received invoice for purchase.**

## IV. No Obligation

FMHA reserves the right to: (1) evaluate the proposals submitted; (2) waive any irregularities therein; (3) accept any proposal (4) reject any or all proposals.

## V. Licensing and Insurance

All bidders shall include a copy of their active West Virginia business License. The selected company shall provide FMHA the following, if applicable, within five (5) business days of notice of acceptance of proposal:

- State of West Virginia Contractors License
- City of Fairmont Business License
- \*Proof of Workers Compensation for all employees working on project
- Proof of Liability Insurance
- Completed W-9

\*FMHA requires that the selected company carry workers compensation insurance. Waivers issued by the State of WV will not be accepted.

## VI. Compensation

**This shall be a fixed price proposal including all elements of the scope of work.**

The **FMHA is tax exempt** so proposals shall not include sales tax.

## VII. Completion Schedule

The selected company shall provide all appliances within 60 days from the agreement to purchase. A time extension can be requested, in writing, for instances where availability of appliances is limited.





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## VIII. Financial Responsibility

The selected company shall be responsible for all local, State and Federal Taxes, permits and any other fees associated with completion of project. The selected company, upon payment of agreed contractual price, shall not place any type of mechanics lien on any properties located in this RFP. The selected company shall be responsible for providing FMHA with certified payroll for all employees working on the project. Certified payroll shall be paid to all employees equal to or in excess of the wage determination accompanied with this RFP. FMHA will provide information how to obtain and/or supply blank certified payroll forms.

## IX. Proposal Content

Proposals should provide and will be evaluated on the following:

1. Pricing - Will be evaluated through a careful analysis of cost compared to the other respondents proposals. 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 - (45 Points).
2. Relevant Experience – Demonstrated ability to complete the scope of work through relevant experience and past performance of previous, similarly related projects completed to date - (30 Points).
3. Response to Scope of Work - Demonstrate through the submittal, a clear and prudent plan for performing the required work within the established timeframe - (25 points).
4. Section 3 - 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 (5 points).

TOTAL POSSIBLE POINTS – 105

## X. Submittal Instructions

Proposals can be delivered to the FMHA, 103 12<sup>th</sup> Street, Fairmont, WV 26554, mailed to Fairmont – Morgantown Housing Authority, PO Box 2738, Fairmont, WV 26555 or emailed to [ldarden@fmhousing.com](mailto:ldarden@fmhousing.com) before **3:00 pm on Thursday May 23<sup>rd</sup>, 2024** . All proposals must be labeled – “PH Appliances”. All emailed proposals must be labeled “PH Appliances” in the subject line. Late submittals may not be considered.



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## 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. 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.
5. 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.
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.



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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. 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.

11. 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 bid notice by attachment.

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

13. 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.

## **XI. 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.



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## Section 3 Clause

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

A. THE WORK TO BE PERFORMED UNDER THIS CONTRACT IS SUBJECT TO THE REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, 12 U.S.C. 1701U (SECTION 3). THE PURPOSE OF SECTION 3 IS TO ENSURE THAT EMPLOYMENT AND OTHER ECONOMIC OPPORTUNITIES GENERATED BY HUD ASSISTANCE OR HUD-ASSISTED PROJECTS COVERED BY SECTION 3, SHALL, TO THE GREATEST EXTENT FEASIBLE, BE DIRECTED TO LOW- AND VERY LOW-INCOME PERSONS, PARTICULARLY PERSONS WHO ARE RECIPIENTS OF HUD ASSISTANCE FOR HOUSING. B. THE PARTIES TO THIS CONTRACT AGREE TO COMPLY WITH HUD'S REGULATIONS IN 24 CFR PART 135, WHICH IMPLEMENT SECTION 3. AS EVIDENCED BY THEIR EXECUTION OF THIS CONTRACT, THE PARTIES TO THIS CONTRACT CERTIFY THAT THEY ARE UNDER NO CONTRACTUAL OR OTHER IMPEDIMENT THAT WOULD PREVENT THEM FROM COMPLYING WITH THE PART 135 REGULATIONS. C. THE CONTRACTOR AGREES TO SEND TO EACH LABOR ORGANIZATION OR REPRESENTATIVE OF WORKERS WITH WHICH THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER UNDERSTANDING, IF ANY, A NOTICE ADVISING THE LABOR ORGANIZATION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION 3 CLAUSE, AND WILL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AT THE WORK SITE WHERE BOTH EMPLOYEES AND APPLICANTS FOR TRAINING AND EMPLOYMENT POSITIONS CAN SEE THE NOTICE. THE NOTICE SHALL DESCRIBE THE SECTION 3 PREFERENCE, SHALL SET FORTH MINIMUM NUMBER AND JOB TITLES SUBJECT TO HIRE, AVAILABILITY OF APPRENTICESHIP AND TRAINING POSITIONS, THE QUALIFICATIONS FOR EACH; AND THE NAME AND LOCATION OF THE PERSON(S) TAKING APPLICATIONS FOR EACH OF THE POSITIONS; AND THE ANTICIPATED DATE THE WORK SHALL BEGIN. D. THE CONTRACTOR AGREES TO INCLUDE THIS SECTION 3 CLAUSE IN EVERY SUBCONTRACT SUBJECT TO COMPLIANCE WITH REGULATIONS IN 24 CFR PART 135, AND AGREES TO TAKE APPROPRIATE ACTION, AS PROVIDED IN AN APPLICABLE PROVISION OF THE SUBCONTRACT OR IN THIS SECTION 3 CLAUSE, UPON A FINDING THAT THE SUBCONTRACTOR IS IN



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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).



NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_