

**GENERAL TERMS AND INSTRUCTIONS TO BIDDERS**  
**TERMS AND CONDITIONS OF BID**  
**PROJECT DESCRIPTION**

Bids for the renovation of JCCM Rental Units located at 202 Racetrack St., Ranson, WV for Jefferson County Community Ministries (JCCM) ("Owner") will be received and read in public by JCCM at 238 West Washington St., Charles Town, WV on **Thursday, August 1, 2024, at Noon**, prevailing time and at such time and place will be opened and read in public. Bids shall be delivered in a sealed envelope to JCCM and shall be marked on the outside "**JCCM - Rental Units Renovation.**" All bid proposals must be submitted on the official bid form provided by the Owner.

Each bid must be accompanied by a properly executed Non-Collusion Affidavit certificate respecting compliance with Title VII of the U.S. Civil Rights Act of 1964.

Each bid must be accompanied by a properly executed Affirmative Action Plan Affidavit Certificate respecting compliance with Federal Law.

All specifications may be picked up at the JCCM office at 238 West Washington St., Charles Town, WV 25414 and may be examined and/or obtained during regular business hours - 9 a.m. - 3 p.m. Monday through Friday. Contact phone number is (304) 725-3186. There will be a recommended Pre-Bid Meeting on Thursday, July 18, 2024, at Noon at 202 Racetrack St., Ranson, WV 25438. All interested contractors are encouraged to attend. Any questions should be submitted ahead of time, and all questions and answers will be shared with potential bidders.

JCCM shall award the contract or reject all bids within sixty (60) days after they are received, unless each bidder and their surety, by the submission of the bid, automatically agree to a thirty (30) day extension.

Application for payment must follow the construction schedule and timeline and needs an original invoice attached for the JCCM Rental Units Renovation located at 202 Racetrack St., Ranson, WV 25438. The contractor shall also provide Certified Payrolls for all employees that worked on the project. The request for payment should be submitted within 10 days of the work performed.

**Required Licenses:** Contractors must possess a valid West Virginia state contractor's license as well as a business license and a B&O license from the City of Ranson. Copies of all licenses are required to be submitted with bid documents. The contractor is responsible for payment of Business and Occupation Tax to the City of Ranson, West Virginia. Contact Caitlyn Delashmutt in the Finance Department at 304-724-3869 or go online at [Ransonwv.gov](http://Ransonwv.gov) and click on forms to download the necessary forms.

**Subcontracts:** The Contractor shall provide a list of all subcontractors prior to the performance of the job they will complete.

**Conflict of Interest:** No person who is an employee, agent, board member, consultant, officer, elected or appointed official of the City of Ranson and Jefferson County Community Ministries, Inc. shall obtain a direct or indirect personal or financial interest or benefit from the activity.

The general contractor must be registered in the federal contractor registry database known as [www.sam.gov](http://www.sam.gov).

**Equal Employment Opportunity** - Executive Order 11246: Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. The contractor will be required to take affirmative action to ensure that employees and applicants for employment are not discriminated against.

**Section 3** - Compliance in the Provision of Training, Employment, and Business Opportunities: This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulations issued pursuant thereto in 24 CFR Part 135 Employment Opportunities for Business and Lower Income Persons in connection with Assisted Projects, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval. The Subrecipient shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the Section 3 clause set forth in 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the Section 3 clause.

## **BID SPECIFICATIONS**

Jefferson County Community Ministries (JCCM) at 238 West Washington St., Charles Town, WV is soliciting, by public bid, a general contractor to complete the Scope of Work:

Contractor is to obtain all necessary work permits from the City of Ranson. Contact the City of Ranson at 312 S. Mildred St. Ranson, WV 25438 (304) 725-1010 or go online at [Ransonwv.gov](http://Ransonwv.gov) and click on forms to download the necessary forms.

**Davis Bacon Wage Determinations do NOT apply for this project.**

**SCOPE OF WORK** - Jefferson County Community Ministries (JCCM) - Rental Units Renovation at 202 Racetrack St., Ranson, WV 25438\*\*

### **Scope of Work:**

1. Demolition, removal and proper disposal of existing 4:12 asphalt shingled roof and associated sheathing and framing; Demolition, removal and proper disposal of existing exterior wooden stairs leading to each of two apartment structures and all associated materials.

- 2.** Installation of new roofing, including new 4:12 pitch prefabricated trusses, sheathing and roofing, consisting of asphalt shingles; removal and replacement of all plumbing in each apartment; verification and/or upgrades/repairs to sanitary piping; installation of 2 properly sized water heaters (1 per apartment); installation of 2 properly sized forced air HVAC systems (1 per apartment) which shall include inspection and any necessary repairs or upgrades to existing ductwork; inspection and any necessary upgrades to existing electrical systems and construction of new exterior wooden stairs serving each apartment, total of 2 sets of stairs.
- 3.** ADA compliant modifications to address one of two apartment units; installation of a limited use/limited access (LULA) exterior lift, including but not limited to associated framing and wiring
- 4.** Interior and exterior renovations such as painting, flooring, fixtures, and gutters and downspouts.

The following Federal Requirements apply:

- Procurement of contractor's services.
- Pay requests must include the certified payrolls for this project.
- Contractor must furnish evidence of proper insurance coverage.
- Contractor must show evidence of being registered as a contractor in the central federal registry ([www.sam.gov](http://www.sam.gov)).
- Conflict of Interest.
- Record retention for 3 years after final payment.
- Equal Opportunity.
- Section 3.
- Build America, Buy America (BABA).

# BID SHEET

**\*\*JCCM Rental Units Renovation at 202 Racetrack St., Ranson, WV\*\***

Jefferson County Community Ministries  
238 West Washington St. Charles Town, WV 25414

I, \_\_\_\_\_, Contractor, hereby declare that he/she is, or they are, the only persons interested in this bid as principal or principals, and that no other person other than herein above named has any interest in this proposal or in the contract proposed to be taken; that this bid or proposal is made without any connection with the person or persons making a bid or proposal for the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud, and that no officer nor any person in the employ of the said organization is directly or indirectly interested in this bid, or in the supplies or work to which it relates, or in any portion of the profits thereof; that he/she has or they have, examined the General Instruction to Bidders, Information for Bidders & General Conditions, Specifications and Proposals, herein referred to and hereto attached and that he/she proposes and agrees, or they will, contract to provide the specific equipment or they will, accept in full payment therefore, the following sums to wit:

**\*\*Bid for the JCCM RENTAL UNITS RENOVATION\*\***

List or attach bid(s) here:

\_\_\_\_\_  
Cost to OWNER \$

\_\_\_\_\_  
Start Date:

\_\_\_\_\_  
Completion Date: \_\_\_\_\_ IF

\_\_\_\_\_  
APPROPRIATE: Model Type:

\_\_\_\_\_  
Model Number:

\_\_\_\_\_

Company Signature \_\_\_\_\_

Typed/Printed Name of Signer \_\_\_\_\_

Typed/Printed Company Name \_\_\_\_\_

Address Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

## BIDDER SUBMISSION CHECKLIST

Bidder should use the following checklist to ensure that all federal forms and certifications are included with the Bidder's bid proposal submission.



**AFFIDAVIT OF NON-COLLUSION**

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER IF THE BID IS MADE BY A CORPORATION, THEN BY ITS PROPERLY AUTHORIZED AGENT

\_\_\_\_\_ State of \_\_\_\_\_,  
County of \_\_\_\_\_: \_\_\_\_\_  
(Name of Authorized Individual Making Bid)

residing at \_\_\_\_\_,  
sworn does depose and say that \_\_\_\_\_  
(Give Name of Bidder or Bidders)

\_\_\_\_\_  
(Business Address)  
and, \_\_\_\_\_  
(Give Names and Address of All other persons, firms or Corporations interested)

is or are the only person or persons interested with sharing in the profits of the herein contained Bid; that the said Bid is made without any connection or interest in the profits thereof with any other persons making any bid or proposal for said work; that said bid is on our part, in all respects fair and without collusion and fraud; and also that no member of, head of any department, or employee therein, or any Officer of the Organization Name, is directly or indirectly interested therein.

\_\_\_\_\_  
(Signature of Authorized Individual Making Bid)

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before

\_\_\_\_\_  
(Notary Public)

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

**CERTIFICATE**  
**\*\*EQUAL OPPORTUNITY EMPLOYMENT\*\***

The undersigned contractor does hereby certify to Jefferson County Community Ministries that it complies in all respects with the provisions of the equal employment opportunity provisions of Title VII of the United States Civil Rights Act of 1964, as amended and supplemented, and that it does not practice discrimination in employment because of race, color, religion, sex, or national origin.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_ T

ELEPHONE: \_\_\_\_\_

WITNESS: Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Minority Owned Business/Women Owned Business Certification**

If certified as a Minority or Women Owned Business \*\*attach Certificate.\*\*

Applicable

Not Applicable

Date: \_\_\_\_\_



## **Executive Order 11246 - Equal Opportunity Clause**

During the performance of this contract, the contractor certifies as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States

**Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity  
(Executive Order 11246)**

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade 25.2%	Goals for female participation in each trade 6.9%
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Jefferson County, West Virginia.

**City of Martinsburg**  
**SECTION 3 COMPLIANCE CERTIFICATION**

Your company is eligible for Section 3 Certification if any one of the following applies.

**SECTION 3 COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

This Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as amended, the HUD regulations issued pursuant thereto at 24 CFR, Part 135, and any applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The Section 3 clause, set forth in 24 CFR, 135.20(b) provides:

1. 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.
2. 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.
3. 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.
4. 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.

5. 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.

6. 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.

### SECTION 3 COMPLIANCE CERTIFICATION

Your company is eligible for Section 3 Certification if any one of the following applies.

1.  51% or more of your Company is owned by Section 3 qualified persons. (See qualification guidelines below).
2.  30% or more of your permanent, full-time employees are Section 3 qualified persons.
3.  You can provide evidence of a commitment to subcontract in excess of 25% of the amount of all subcontractors to other Section 3 certified companies.

A Section 3 qualified person must:

1. Live in Jefferson County, or Berkeley County, West Virginia ("project area" as defined by US Department of Housing and Urban Development).
2. Currently or within the first three years of the date of hire meet or fall below the following income limits. (Income limits June 15, 2024)

**Jefferson County**

Family Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Income	\$67,700	\$77,400	\$87,050	\$96,700	\$104,450	\$112,200	\$119,950	\$127,650

**Berkeley County**

Family Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Income	\$46,000	\$52,600	\$59,150	\$65,700	\$71,000	\$76,250	\$81,500	\$86,750

**\*\*Income limits are 80% of area medium income\*\***

Please check the appropriate box below and specify the qualifying category above.

I would like to self-certify my company as being Section 3 qualified, in accordance with the category indicated above.

My company is not Section 3 qualified.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Your Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity  
(Executive Order 11246)**

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade 25.2%	Goals for female participation in each trade 6.9%
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

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3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Jefferson County, West Virginia.



## City of Martinsburg

Your company is eligible for a Section 3 Certification if ANY ONE of the following applies:

### **"SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

This Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as amended, the HUD regulations issued pursuant thereto at 24 CFR, Part 135, and any applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The Section 3 clause, set forth in 24 CFR, 135.20(b) provides:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

6. 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.

**BID OPENING**

**\*\*JCCM Rental Units Renovation at 202 Racetrack St., Ranson, WV\*\***

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

PRESENT:

	Bidder	Amount
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Witness Name: \_\_\_\_\_

Witness Name: \_\_\_\_\_