

# Jefferson County Community Ministries

## **Notice and Instructions for Bidders Interior Build-Out of Low-Barrier Shelter 206 Racetrack St., Ranson, WV 25438**

Jefferson County Community Ministries (JCCM) invites qualified contractors to submit sealed bids for the interior build-out of its Low-Barrier Shelter, located at 206 Racetrack St., Ranson WV, 25438. The project consists of completing the interior of an existing shell building into a fully operational emergency shelter. Work will include the construction of one large open sleeping area, a dayroom/lounge, three administrative offices, ADA-compliant restrooms with showers and laundry facilities, and a full kitchen. The kitchen must include stainless steel finishes, a commercial refrigerator and freezer, a stove and oven with hood ventilation, sinks, and dry storage. Mechanical, electrical, and plumbing work must be completed to provide adequate HVAC, lighting, power, water service, sanitary lines, and fire suppression systems to meet all applicable local, state, and federal building codes.

Bids must be submitted in a sealed envelope clearly marked “JCCM – Shelter Interior Build-Out” and delivered to Jefferson County Community Ministries, Attn: Brooke Grossman, Executive Director, 238 West Washington Street, Charles Town, WV 25414. All bids must be received by **02/28/2026 at 1:00pm**, prevailing local time. Late submissions will not be considered. A pre-bid meeting is strongly recommended and will be held **at the shelter site on 02/12/2026 at 2:00pm**. Interested contractors are encouraged to attend.

All questions shall be submitted by email to **Jim King** at **jim.king.aia@gmail.com** no later than **02/20/2026 at 5:00pm**. Only written addenda issued by JCCM shall modify the procurement documents. Oral statements and interpretations are not binding.

All bidders must hold a valid West Virginia contractor's license and must provide copies of the license, proof of business and B&O licenses from the City, evidence of current insurance coverage, and proof of registration in the federal System for Award Management (SAM.gov). The selected contractor will be required to submit certified payrolls for all employees working on the project.

This project is federally funded and subject to all applicable requirements of the U.S. Department of Housing and Urban Development (HUD). These requirements include compliance with the Equal Employment Opportunity provisions of Executive Order 11246, compliance with Section 3 of the Housing and Urban Development Act regarding the training and employment of low-income persons, and compliance with Davis-Bacon wage standards. Contractors are further required to observe all provisions regarding non-collusion, conflict of interest, and record retention for three years following final payment.

Bid proposals will be evaluated by JCCM based on demonstrated experience with similar shelter or community facility projects, the qualifications of personnel and subcontractors, the ability to complete the work within the required timeline and budget, and overall cost competitiveness. JCCM reserves the right to reject any and all bids and to waive any informalities in the bidding process. The successful contractor will be notified within sixty days of bid opening, unless an extension of up to thirty days is agreed upon. Bids shall remain firm, irrevocable, and subject to acceptance for 60 calendar days from the date of bid opening, unless extended by mutual written agreement

Copies of the full bid packet, including required forms, certifications, and affidavits, may be obtained from the offices of Jefferson County Community Ministries at 238 West Washington Street, Charles Town, WV, during business hours from 9:00 a.m. to 3:00 p.m., Monday through Friday. They are also available on our website: [jccm.us](http://jccm.us) . For additional information, please contact JCCM at (304)725-3186 ext. 222.

## **Eligibility and Licensing Requirements**

All bidders must:

- Hold a valid West Virginia Contractor's License.
- Provide proof of City of Ranson business and B&O licenses.
- Provide evidence of current insurance coverage.
- Be registered and active in SAM.gov.
- Not be suspended or debarred from federal programs.

## **Bonding and Insurance Requirements**

- Each bid must be accompanied by a Bid Bond equal to 5% of the bid.
- The successful bidder shall furnish both a Performance Bond and a Payment Bond in the amount of 100% of the contract price.
- The contractor must maintain, at a minimum:
  - Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
  - Workers' Compensation: statutory limits
  - Automobile Liability: \$1,000,000 combined single limit
  - Builder's Risk Insurance covering the full insurable value of work
- Certificates of insurance must list JCCM as additionally insured.

## **Conflict of Interest**

The Contractor shall not engage in any activity that would create a real or apparent conflict of interest with its duties under this contract. In accordance with 2 CFR 200.318(c), no employee, officer, or agent of JCCM, and no member of their immediate family, partner, or person with a financial interest, shall participate in the selection, award, or administration of this contract if a conflict of interest, real or apparent, would be involved.

The Contractor certifies that no conflict of interest exists and agrees to notify JCCM immediately if such a conflict arises during the performance of this contract. Failure to comply may result in termination for default and/or debarment.

## **General Conditions of Contract**

If there is a conflict: HUD-5370 governs, then this solicitation/contract, then Technical Specifications, then Drawings, then other documents

## **Evaluation Criteria**

Bids will be evaluated based on:

1. Demonstrated experience with similar shelter or community facility projects.
2. Qualifications of contractor and subcontractors.
3. Ability to meet project timeline and budget.
4. Cost competitiveness.

## **Payment Terms**

The Contractor shall submit monthly applications for payment with certified payrolls attached. Payment will be made within thirty (30) days of approval by JCCM and subject to HUD approval and the availability of funds. JCCM may withhold a retainage of ten percent (10%) until satisfactory completion of the project. Change orders must be approved in writing by JCCM before work is performed.

## **Remedies for Breach (2 CFR 200, Appendix II(A))**

Any violation or breach of the terms of this contract on the part of the Contractor or any subcontractor may be cause for suspension, termination, or other appropriate remedy. In addition to any other remedies provided by law, JCCM may:

1. Temporarily withhold payments pending correction of the deficiency;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current contract;
4. Withhold further awards for the project; or
5. Take other remedies that may be legally available.

The Contractor shall be liable to JCCM for any damages sustained as a result of the Contractor's breach.

## **Termination for Cause and Convenience (2 CFR 200, Appendix II(B))**

JCCM may terminate this contract in whole or in part for cause if the Contractor fails to perform its obligations in a timely or proper manner, or if the Contractor violates any of the terms or conditions of this contract. JCCM shall provide written notice specifying the default, and the Contractor shall have seven (7) calendar days to cure. If the Contractor fails to cure, JCCM may immediately terminate the contract.

JCCM may also terminate this contract for convenience, in whole or in part, when it is in the best interest of JCCM or HUD to do so. In such cases, the Contractor shall be paid for all work satisfactorily performed and expenses incurred up to the effective date of termination, plus any additional work agreed to in writing.

## Federal Contract Clauses

This project is federally funded and subject to the following requirements:

- Equal Employment Opportunity (EO 11246)
- Section 3 of the Housing and Urban Development Act (24 CFR Part 75)
- Copeland Anti-Kickback Act (18 U.S.C. 874)
- Contract Work Hours & Safety Standards Act (CWHSSA) (40 U.S.C. 3701–3708)
- Clean Air Act (42 U.S.C. 7401 et seq.)
- Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
- Conflict of Interest and Debarment provisions (2 CFR Part 180 and 2 CFR Part 2424)

The provisions of HUD Form 4010, Federal Labor Standards Provisions, and HUD Form 5370, General Conditions of the Contract for Construction (Large Construction Projects) are hereby incorporated by reference into this solicitation and contract and shall have the same force and effect as if fully set forth herein. The Contractor and all subcontractors shall comply with all requirements of these forms, which are attached in full as Appendices A and B to this packet.

## Federal Labor Standards – Davis-Bacon Act

This project is subject to the **Davis-Bacon Act**. Contractors and subcontractors must pay laborers and mechanics wages and fringe benefits at rates not less than those determined by the U.S. Department of Labor for Jefferson County, WV.

- The **Wage Determination** for Jefferson County, WV is attached. (WV20250037, Mod7, 06/06/2025)
- Contractors must post the wage determination at the jobsite.
- Contractors must submit **weekly certified payrolls (WH-347)** to JCCM.
- **HUD-4010 Federal Labor Standards Provisions** is attached and incorporated by reference.

## Uniform Guidance Contract Provisions (2 CFR 200, Appendix II)

## **Remedies for Breach / Termination And Termination for Cause and Convenience**

See Remedies (2 CFR 200 App II(A)) and Termination (2 CFR 200 App II(B)) above

## **Rights to Inventions**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2, and the contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the contractor must comply with the requirements of 37 CFR Part 401.

## **Procurement of Recovered Materials (2 CFR 200.323)**

As required by Section 6002 of the Solid Waste Disposal Act, the contractor shall make maximum use of products containing recovered materials and shall comply with EPA guidelines at 40 CFR Part 247.

## **Equal Employment Opportunity Construction Specifications (41 CFR 60-4.3)**

The contractor shall comply with Executive Order 11246 and the regulations at 41 CFR Part 60. Goals for minority participation for each trade: **25.2%**; goals for female participation for each trade: **6.9%** (for West Virginia).

## **Access to Records (2 CFR 200.337)**

### **Access to Records**

The Contractor shall provide JCCM, HUD, the U.S. Comptroller General, the Office of Inspector General, and any of their duly authorized representatives, access to any books, documents, papers, and records directly pertinent to this contract for the purpose of audits, examinations, excerpts, and transcriptions.

The Contractor shall retain all records pertinent to this contract for three (3) years after final payment is made and all matters are closed, or until all audit findings have been resolved, whichever is later.

## **Domestic Preference (2 CFR 200.322)**

As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

## **Telecommunications Prohibition (2 CFR 200.216)**

The contractor is prohibited from using federal funds to procure, obtain, extend, or renew a contract to procure or obtain, or enter into a contract to obtain, equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component, or as critical technology. Covered equipment includes telecommunications produced by Huawei, ZTE, Hytera, Hikvision, and Dahua.

## **Contract Work Hours and Safety Standards Act (CWHSSA)**

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the contractor or any subcontractor, shall be required or permitted to work more than forty (40) hours in any work week unless paid at least one and one-half times the basic rate of pay for all hours worked in excess of forty.

## **Lead-Safe Housing Rule (If Applicable)**

If the project involves rehabilitation or disturbance of painted surfaces in residential structures built before 1978, the contractor shall comply with HUD's Lead Safe Housing Rule (24 CFR Part 35) and EPA's Renovation, Repair and Painting (RRP) Rule.

## **Subcontractor Flow-Down Clause**

The Contractor shall include all applicable federal requirements contained in this solicitation and contract in every subcontract. The Contractor shall take appropriate steps to enforce such provisions and sanctions in the event of noncompliance by any subcontractor. The Contractor will not subcontract with any firm where the Contractor has knowledge that the subcontractor has been debarred, suspended, or found in violation of applicable federal statutes or regulations.

## **Required Federal Notices**

The Contractor shall ensure that the following federal notices are posted in a prominent and accessible location at the construction site for the duration of the project:

- The **Davis-Bacon Wage Determination** applicable to this project.
- **"Equal Employment Opportunity is the Law"** poster.
- **"Employee Rights Under the Davis-Bacon Act"** poster.
- **"Employee Rights Under the Contract Work Hours and Safety Standards Act"** notice.

The Contractor shall be responsible for obtaining and posting the most current versions of these notices, available from the U.S. Department of Labor and HUD.

## **Site Signage**

Contractor shall post owner-provided signage acknowledging HUD funding and all required federal notices at the project site entrance and maintain them in good condition for the duration of construction.

## **Energy Conservation Compliance (42 U.S.C. 6201)**

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State of West Virginia's energy conservation plan, issued under the Energy Policy and Conservation Act (42 U.S.C. 6201). To the greatest extent practicable, the Contractor shall use products and equipment that are Energy Star, EPEAT, or WaterSense certified, and shall procure recycled or recovered materials consistent with EPA guidelines at 40 CFR Part 247.

## **Affirmative Steps for Small, Minority, and Women-Owned Businesses (2 CFR 200.321)**

### **Affirmative Steps**

In accordance with 2 CFR 200.321, the Contractor shall take all necessary affirmative steps to assure that small, minority, women-owned, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring each subcontractor, when subcontracting opportunities arise, to take the affirmative steps listed above.

## **OSHA Safety Standards Clause**

The Contractor shall comply with the Occupational Safety and Health Act of 1970 (29 U.S.C. 651 et seq.) and all regulations issued under 29 CFR Part 1926 (Safety and Health Regulations for Construction). The Contractor shall take proper safety and health precautions to protect the work, workers, the public, and the property of others. Failure to comply with OSHA standards shall constitute grounds for termination of the contract and may subject the Contractor to sanctions under federal law.

## **Fraud and False Claims Act Clause**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.) and the False Claims Act (31 U.S.C. 3729 et seq.) apply to actions taken under this contract. Any fraud, waste, or misrepresentation by the Contractor or subcontractors in connection with this project may result in civil liability, criminal prosecution, and other remedies available to the United States Government and JCCM.

## **Civil Rights and Non-Discrimination**

The Contractor shall comply with all applicable provisions of:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d), prohibiting discrimination on the basis of race, color, or national origin;
- **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794), prohibiting discrimination against individuals with disabilities; and
- **The Age Discrimination Act of 1975** (42 U.S.C. 6101), prohibiting discrimination on the basis of age.

The Contractor agrees not to discriminate in employment, procurement, or service delivery under this contract, and to include this clause in all subcontracts.

## **Title VI Limited English Proficiency (LEP) Clause**

In accordance with Title VI of the Civil Rights Act of 1964, the Contractor shall take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) who are eligible to participate in programs or activities funded by HUD. This may include providing translated materials, interpreter services, or other language assistance at no cost to the individual, as appropriate to ensure effective communication.

## **Drug-Free Workplace**

The Contractor certifies that it will maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and 2 CFR Part 182. The Contractor shall publish a statement notifying employees that the unlawful manufacture, distribution,

dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall take appropriate personnel actions for violations.

## **Reporting and Documentation**

The Contractor shall furnish JCCM and HUD with all reports, forms, certifications, and data as required to demonstrate compliance with federal labor standards, Section 3, Equal Employment Opportunity, environmental requirements, and all other applicable statutes and regulations. The Contractor shall maintain and make such records available to JCCM, HUD, the Comptroller General, and their duly authorized representatives upon request.

## **Section 3 Definitions Addendum (24 CFR 75.5)**

### **Section 3 Worker:**

A worker who currently fits, or when hired within the past five years fit, at least one of the following:

- The worker's income for the previous or annualized calendar year is below the HUD income limit for low- or very low-income in the area;
- The worker is employed by a Section 3 business concern; or
- The worker is a YouthBuild participant.

### **Targeted Section 3 Worker**

A Section 3 Worker who is:

- Employed by a Section 3 business concern; or
- A resident of public housing or Section 8-assisted housing; or
- A resident of the neighborhood or service area where the HUD-assisted project is located.

### **Section 3 Business Concern**

A business that:

- Is at least 51% owned by Section 3 Workers; or
- Has over 30% of its employees who are Section 3 Workers; or
- Will subcontract more than 25% of the dollar award to Section 3 businesses.

## **Build America, Buy America Act (BABA)**

As required by the Build America, Buy America Act (Pub. L. 117-58, §§ 70901-70953), the Contractor shall ensure that none of the funds under this contract may be used for a project for the construction, alteration, maintenance, or repair of infrastructure in the United States unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. If the Contractor believes that such products are not reasonably

available, a written waiver request must be submitted to JCCM, which will forward it to HUD for review. No waiver shall be valid unless issued in writing by HUD.

The Contractor must maintain sufficient documentation to demonstrate compliance with BABA requirements, including origin of materials, supply chain certifications, and any waivers granted by HUD. These records shall be available for inspection by JCCM, HUD, the Comptroller General, and their duly authorized representatives.

## **Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Part 170)**

In accordance with the Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 170, the Contractor agrees to provide JCCM with any information required for federal reporting on first-tier subawards of \$30,000 or more. This information may include the Contractor's DUNS/UEI number, executive compensation data, and other information as required by HUD.

## **Affirmative Action Plan Requirement**

In accordance with Executive Order 11246 and 41 CFR Part 60, any contractor or subcontractor with **50 or more employees** and a contract of **\$50,000 or more** shall develop and maintain a written Affirmative Action Plan. The Contractor shall certify compliance as a condition of award and shall make the plan available to JCCM, HUD, or the Office of Federal Contract Compliance Programs (OFCCP) upon request.

## **HUD Form 2880 – Applicant/Recipient Disclosure/Update Report**

As required by Section 102 of the HUD Reform Act of 1989 and 24 CFR Part 4, the Contractor may be required to complete **HUD Form 2880, Applicant/Recipient Disclosure/Update Report**, to disclose other governmental assistance received in connection with this project. The Contractor shall submit this form if requested by JCCM or HUD and shall update it as necessary during the performance of this contract.

## **Section 3 Clause:**

I. 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 USC.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.

II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 regulations.

III. 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; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, 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 75. 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 75

V. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

VII. 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 USC 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).

## **Benchmarks / Labor Hour Goals**

Under HUD's Section 3 Final Rule, the numeric benchmarks (national standard) are:

- **25% or more** of the total number of labor hours worked on the project must be performed by **Section 3 Workers**
- **5% or more** of the total number of labor hours worked must be performed by **Targeted Section 3 Workers**

These are the HUD benchmarks published September 29, 2020 (85 FR 60907) and remain in effect unless updated.

## Section 3 Reporting and Compliance

The Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, and HUD's implementing regulations at 24 CFR Part 75. In addition to the Section 3 Clause, the Contractor must:

- Track and report all labor hours on the project, identifying which hours are worked by Section 3 Workers and Targeted Section 3 Workers.
- Submit monthly labor-hour data with each pay application.
- Provide a final Section 3 summary report to JCCM within thirty (30) days of project close-out.
- Make efforts to direct employment, training, and subcontracting opportunities to Section 3 Workers and businesses.
- Maintain records demonstrating outreach and hiring efforts, to be retained for three years after final payment (or until all audit findings are resolved, whichever is later).
- Contractor shall complete and submit HUD Form 60002A as directed by JCCM/HUD

## Technical Specifications

### 1. General Requirements

- Contractor shall provide all labor, materials, equipment, permits, and supervision required to complete the interior build-out of the JCCM Low-Barrier Shelter.
- All work shall conform to International Building Code (IBC), NFPA Life Safety Code, ADA Standards for Accessible Design, and other codes and ordinances adopted and enforced by the local authority having jurisdiction.
- All work shall comply with HUD-4010, HUD-5370, and Davis-Bacon wage determinations.

### 2. Sleeping Area

- Open dormitory-style space with durable, cleanable flooring (minimum: commercial-grade vinyl composition tile or equivalent).
- Walls: abuse-resistant gypsum board with washable finish.
- Lighting: LED overhead fixtures, 40 foot-candles minimum at floor level.
- HVAC: maintain 68–72°F in winter, ≤76°F in summer.

- Electrical: sufficient receptacles per NEC code.

### 3. Offices (3 total)

- Minimum size: 100sqft
- Walls: insulated and sound-attenuated partitions.
- Doors: solid core with lockset.
- Electrical and data outlets per office standard.

### 4. Dayroom / Lounge

- Open space suitable for daytime use and programming.
- Flooring: commercial-grade carpet tile or equivalent resilient flooring.
- Lighting: LED fixtures with dimming capability.
- Furniture (by owner) — layout to be supported by adequate receptacles and lighting.

### 5. Restrooms / Showers / Laundry

- Restrooms: ADA-compliant fixtures, grab bars, partitions, and clearances.
- Showers: minimum 5 stalls, waterproof wall panels, anti-slip flooring, privacy partitions.
- Laundry: provide maximum 8 washer/dryer hookups, commercial grade.
- Plumbing: low-flow fixtures per EPA WaterSense standards.
- Exhaust fans: per ASHRAE 62.1 standards.

### 6. Kitchen

- Stainless steel finishes on counters, shelving, and work tables.
- Appliances:
  - **Commercial refrigerator and freezer**, minimum 45 cubic feet for the refrigerator, Energy Star rated.
  - **Dishwasher**: high-temp sanitizing or chemical sanitizing, NSF certified.
- **Sinks**: stainless steel sink
- **Flooring**: appropriate surfacing with adequate slip resistance.
- **Walls**: washable surfaces to 6 feet height minimum.

### 7. HVAC (General)

- Provide heating, ventilation, and cooling sufficient to maintain interior comfort standards.
- Equipment to be Energy Star rated where applicable.
- Controls: programmable thermostats, zoning as required.
- Filtration: MERV 13 filters or better.

### 8. Electrical & Lighting

- All wiring per current and prevailing NEC.
- LED fixtures throughout; emergency/exit lighting with battery backup.
- GFCI outlets in wet areas.

## **9. Fire Protection & Safety**

- Install complete fire suppression system per NFPA 13.
- Smoke detectors, CO detectors, and pull stations per NFPA 72.
- Fire extinguishers per NFPA 10, wall-mounted.
- Fire alarm system tied to local monitoring per AHJ.

## **10. Finishes**

- Durable, institutional-grade finishes throughout.
- Low-VOC paints and adhesives only.
- Doors: refer to plans
- Hardware: ADA-compliant lever handles.

## **11. Submittals & Closeout**

- Contractor shall provide:
  - Shop drawings and manufacturer's cut sheets for all equipment.
  - O&M manuals for mechanical, electrical, and kitchen systems.
  - Warranty information for equipment and finishes.
  - As-built drawings (digital + hard copy).
- Final cleaning and turnover inspection with Owner's representative

## **Forms & Certifications**

1. Bid Sheet
2. Bidder Submission Checklist
3. Affidavit of Non-Collusion
4. Equal Employment Opportunity Certificate
5. Minority/Women-Owned Business Certification
6. Section 3 Compliance Certification
7. Byrd Anti-Lobbying Certification
8. Conflict of Interest & Debarment Certification
9. Bid Opening Record

# BID SHEET

## JCCM Low-Barrier Shelter Interior Build-Out

206 Racetrack St., Ranson WV, 25438

Jefferson County Community Ministries

238 West Washington St.

Charles Town, WV 25414

I, \_\_\_\_\_, Contractor, hereby declare that I am, or we are, the only person(s) interested in this bid as principal or principals, and that no other person other than herein named has any interest in this proposal or in the contract proposed to be taken.

This bid is made without any connection with any other person making a bid for the same work; the bid is fair and without collusion or fraud; and no officer or employee of JCCM is directly or indirectly interested in this bid, or in the supplies or work to which it relates.

I/We have examined the General Instructions to Bidders, Specifications, and Bid Documents, and propose to provide all labor, materials, equipment, and services necessary for the completion of the project.

## Bid for JCCM Low-Barrier Shelter Interior Build-Out

List or attach bid(s): \_\_\_\_\_

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

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

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

**Addenda Acknowledgment.** The undersigned acknowledges receipt of the following Addenda:

- Addendum No. \_\_\_\_ dated \_\_\_\_\_
- Addendum No. \_\_\_\_ dated \_\_\_\_\_
- Addendum No. \_\_\_\_ dated \_\_\_\_\_

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

Typed/Printed Name: \_\_\_\_\_

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

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

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

# BIDDER SUBMISSION CHECKLIST

All of the following forms/certifications must be included:

- ☐ **Affidavit of Non-Collusion** (completed & notarized)
- ☐ **Equal Employment Opportunity Certificate** (signed & witnessed)
- ☐ **Minority/Women-Owned Business Certification** (attach certificate if applicable)
- ☐ **Section 3 Compliance Certification**
- ☐ **Project Wage Rate Sheet** (with job classifications and wages/fringes)
- ☐ Copies of all required **licenses** (WV Contractor License, Business License, City B&O)
- ☐ Proof of **SAM.gov registration**
- ☐ Proof of **Insurance Coverage**

# AFFIDAVIT OF NON-COLLUSION

State of \_\_\_\_\_, County of \_\_\_\_\_

I, \_\_\_\_\_, residing at  
\_\_\_\_\_, being duly sworn, depose and say:

That I am the (owner/partner/officer) of \_\_\_\_\_ (name of company), the party making the foregoing bid;

That such bid is genuine and not collusive or a sham;

That said bidder has not colluded, conspired, or agreed with any other person to submit a sham bid, refrain from bidding, or fix the bid price;

That said bidder has not in any manner sought by collusion to secure any advantage against JCCM or any other entity interested in this contract.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20  
(Notary Public)

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

# EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

The undersigned contractor certifies 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 U.S. Civil Rights Act of 1964**, as amended, and does not practice discrimination in employment because of race, color, religion, sex, or national origin.

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

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

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

Printed Name: \_\_\_\_\_

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

# MINORITY/WOMEN-OWNED BUSINESS CERTIFICATION

- ☐ Certified Minority-Owned Business – Certificate Attached
- ☐ Certified Women-Owned Business – Certificate Attached
- ☐ Not Applicable

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

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

# SECTION 3 COMPLIANCE CERTIFICATION

Your company qualifies under HUD Section 3 if **one** of the following applies:

- 51% or more of your company is owned by Section 3 residents.
- At least 30% of your permanent full-time employees are Section 3 residents.
- You subcontract more than 25% of total subcontracts to Section 3 businesses.

- ☐ My company qualifies under Section 3 (please indicate which condition applies).  
☐ My company does not qualify under Section 3.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

## Byrd Anti-Lobbying Certification

I, the undersigned, certify to the best of my knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid to influence an officer or employee of any agency, Member of Congress, or employee of a Member of Congress in connection with the awarding of any federal contract.
2. If non-federal funds are used for lobbying, a completed **Standard Form LLL (Disclosure of Lobbying Activities)** will be submitted.
3. This certification is a material representation of fact upon which reliance is placed.

Company: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Conflict of Interest & Debarment Certification

I, the undersigned, certify that:

1. The contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal contracts.
2. No conflict of interest exists that would interfere with the performance of this contract.
3. If the contractor or its principals become debarred or suspended during the term of this contract, JCCM will be immediately notified.

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

Authorized Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

## Section 3 Plan (Template):

Contractor Name: \_\_\_\_\_

Project: JCCM Low-Barrier Shelter Interior Build-Out

- Estimated total labor hours: \_\_\_\_\_
- Estimated Section 3 Worker hours (25% goal): \_\_\_\_\_
- Estimated Targeted Section 3 Worker hours (5% goal): \_\_\_\_\_
- Outreach strategies (check all that apply):
  - ☐ Contact local workforce development centers
  - ☐ Post job openings at JCCM, Housing Authority, or community centers
  - ☐ Partner with local training/apprenticeship programs
  - ☐ Subcontract with Section 3 certified businesses
- Plan for monthly reporting: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## Section 3 Worker Self-Certification Form

### SECTION 3 WORKER SELF-CERTIFICATION

Project: \_\_\_\_\_

Contractor: \_\_\_\_\_

I, \_\_\_\_\_ (print name), certify that I qualify as a Section 3 Worker under 24 CFR Part 75 because:

- ☐ I am a low- or very low-income resident (my income is below HUD's income limits).
- ☐ I am employed by a Section 3 business concern.
- ☐ I am a YouthBuild participant.

I understand that this information may be verified and that falsification of this information may subject me to termination and/or penalties under federal law.

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

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

Phone/Email: \_\_\_\_\_

# Section 3 Business Concern Self-Certification Form

## SECTION 3 BUSINESS CONCERN CERTIFICATION

Project: \_\_\_\_\_

Contractor: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

I certify that this business qualifies as a Section 3 Business Concern under 24 CFR Part 75 because it is:

☐ At least 51% owned by Section 3 Workers.

☐ At least 30% of employees are Section 3 Workers.

☐ A business that commits to subcontracting more than 25% of the dollar award to Section 3 businesses.

Authorized Representative: \_\_\_\_\_

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

# **Appendix A – HUD-4010 Federal Labor Standards Provisions**

**HUD Form 4010** is the **mandatory Federal Labor Standards Provisions** for HUD-assisted construction contracts subject to Davis-Bacon.

# **Appendix B – HUD-5370 General Conditions of the Contract for Construction (Large Construction Projects)**

**HUD Form 5370** is required for all large construction projects over \$100,000. It incorporates Davis-Bacon, Section 3, EEO, Anti-Kickback, CWHSSA, safety, change orders, claims, disputes, insurance, termination, environmental protections, and access to records.

# **Appendix C- Standard Form LLL**

(see attached)