

REQUEST FOR PROPOSALS

**DWELLING UNIT REHABILITATION SERVICES FOR THE
TRANSYLVANIA COUNTY HOME HOMEOWNER REHABILITATION PROGRAM**



TRANSYLVANIA COUNTY, NORTH CAROLINA

February 2019



Transylvania County Planning and Community Development
106 East Morgan Street, Suite 207, Brevard, NC 28712
(828) 884-3205

Made possible by a grant through the Asheville Regional Housing Consortium
Funded through the HOME Investment Partnership Program
under the Department of Housing and Urban Development (HUD)

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1.0 PURPOSE

The primary purpose of the Transylvania County HOME Homeowner Rehabilitation program is to provide decent, safe, and sanitary housing in Transylvania County. All homes receiving funding through this program must be brought up to the North Carolina State Building Code (2018). The intent is to keep housing safe and affordable for the current low-income homeowners. Transylvania County is currently soliciting itemized bids for the rehabilitation and renovation of a:

- 1) single-family house originally built in 1920; and**
- 2) a bungalow style single-family house built in 1910.**

Through this Request For Proposals (RFP), Transylvania County is soliciting bids from experienced contractors to bring one, or both homes up to code. The successful licensed contractor will have experience in renovating and rehabilitating single-family home and will provide services as described in Section 4.0 of this RFP – Scope of Services.

2.0 REQUEST FOR PROPOSAL SUMMARY

Issue Date:	February 14, 2019
Project Title:	Transylvania County HOME Homeowner Rehabilitation Program
Issuing Agency:	Transylvania County, NC
Work Location:	Transylvania County, NC
Contract Period:	Date of Award through December 30, 2019
Request for Clarification Deadline:	March 8, 2019 at 5:00 p.m. EST (Refer to Sections 5 and 6 for specific requirements)
Mandatory Pre-Submittal Site Visits:	March 1, 2019: 3:00: single-family house originally built in 1920. 4:00: bungalow style single-family house built in 1910.
Proposal Deadline:	March 15, 2019 at 5:00 p.m. EST
Written Inquiries For Information Directed To:	Joy Fields
Proposals, Bid Form And Qualifications Statement Delivered To:	Joy Fields, County Planner Transylvania County Planning and Community Development 106 East Morgan Street, Suite 207, Brevard NC 28712 Email: joy.fields@transylvaniacounty.org Phone: (828) 884-3205

3.0 BACKGROUND INFORMATION

Transylvania County (County) applied for and received a grant from the Asheville Regional Housing Consortium to fund the Transylvania County HOME Homeowner Rehabilitation Program. The Asheville Regional Housing Consortium (Consortium), administered by the City of Asheville, receives funding from the HOME Investment Partnership Program of the Department of Housing and Urban Development (HUD). The Consortium distributes those funds to help increase and maintain affordable housing in consortium member communities including Transylvania County.

Transylvania County has a shortage of affordable housing units and much of the existing affordable housing stock needs rehabilitation to ensure that the structures are safe and meet local property code. The HOME Homeowner Rehabilitation Program aimed to keep three homes safe and affordable for low-income homeowners. This RFP is to bring one of those three homes up to code.

4.0 SCOPE OF SERVICES

4.1 Requirements

- 4.1.1 The Contractor will furnish all resources, materials, expertise, and labor in a good and workmanlike manner to provide complete services necessary for the Contract as described in this RFP.
- 4.1.2 All work must be approved by County, with assistance from the Land of Sky Regional Council and the City of Asheville.
- 4.1.3 The Contractor shall be responsible for all work performed, including work by subcontractors.
- 4.1.4 The Contractor must have, or obtain, and maintain an insurance policy that:
 - a. shall be issued by an insurance carrier acceptable to County;
 - b. shall be kept in force throughout performance of the services and for one (1) year after the end of such performance;
 - c. shall be an occurrence policy;
 - d. shall be evidenced by a certificate of insurance acceptable to the County which provides that the coverage shall not be substantially modified or canceled without twenty-eight (28) calendar days prior written notice to the County. Transylvania County must be listed as an additional insured on the certificate with a notation of the project name; and
 - e. shall include the following limits of coverage on the certificate of insurance.
 - General Liability: \$1,000,000 per Occurrence / \$2,000,000 Aggregate
 - Automobile Liability: \$1,000,000 per occurrence
 - Worker's Compensation: \$500,000

4.2 Description of Work

The home has a unique work write-up developed by the Land of Sky Regional Council and County, and are considered critical to the successful implementation of the Transylvania County HOME Homeowner Rehabilitation Program. These work write-ups are available for review in the Transylvania County Planning and Community Development Department or upon request (see Section 2). The work write-up serves as the basis for the scope of work for each house. The Contractor(s) can bid on one, or both of the homes. Each bid will include a contract proposal form (Appendix B) prepared by the Contractor(s), which will require a site visit.

The selected Contractor(s) are expected to communicate with the homeowner and the County and make reasonable accommodation with County and the homeowner regarding scheduling of inspections and completion of the work. The Contractor is responsible for completing the work as identified in the contract, and the contract proposal form within the agreed-upon timeframe and for the following:

- 4.2.1 Materials.** Providing all materials, labor, equipment, etc., that may be necessary to complete the Contract at the Contractor's expense. The materials used and installed must be new and should be quality, and the labor shall be performed by skilled and competent craftspeople.
- 4.2.2 Permits.** The Contractor(s) must obtain all required permits to perform the authorized scope of work. Contractor(s) are responsible for obtaining any progress or final inspections from the Transylvania County Building and Permitting Department. Failure to call for required inspections or proceeding without inspection will result in County determining that Contractor has failed to meet the contract performance requirements. A copy of all permits shall be publicly displayed at the job site. Contractor(s) shall comply with all regulations governing the issuance and inspections of any work permitted.
- 4.2.3 Completion.** Contractor(s) shall complete any items identified at the final inspection prior to execution of the Certificate of Completion.
- 4.2.4 Cleaning.** Contractor shall clean the property of work material and debris after conclusion of work on a daily basis.
- 4.2.5 Ground Repairs.** Contractor shall ensure that all pavement or yard areas disturbed or damaged as a result of construction work under this Contract shall be repaired to the original condition.
- 4.2.6 Workmanship.** Contractor(s) shall ensure quality of workmanship and materials in compliance with the contract and in accordance with the applicable manufacturer's latest instructions and specifications. All work shall be performed in an acceptable and professional manner.

4.2.7 Warranty. The Contractor shall warrant their work against faulty materials or workmanship for a period of ONE YEAR and replace same at the direction of County at no cost to the homeowner or the County. The one-year period shall begin on the date of the final acceptance for the completed job by the County or designee and the issuance of the Certificate of Completion. The Contractor shall convey all manufacturers' warranties to the homeowner.

4.2.8 Priority. The Contractor shall complete all required Priority I items prior to starting any Priority II, III, or IV items as identified below:

4.2.8.1 Priority I- Housing Systems.

Rehabilitation activity must focus first on all work necessary to meet North Carolina Building Code (2018). Priority housing systems include:

- Repair electrical wiring, fixtures or systems
- Repair/replace mechanical systems including heating, venting and air-conditioning (HVAC)
- Repair/replace structural components such as roofs, posts, beams, structural and load bearing walls, etc.
- Repair foundations and or chimney
- Repair/replace plumbing, including creating utility connections if necessary
- Repair items that are a health and safety concern
- Remove or replace attached building components (deck, porch) that are in violation of the NC Building Code
- Repair miscellaneous code violations
- Repair, replace, and/or install rain gutter system
- Repair or replace damaged/non-functional doors and windows
- Grade the site to direct the flow of rainfall or melting snow away from structure

4.2.8.2 Priority II- Architectural Barrier Removal for homeowners with physical disabilities are eligible for accessibility improvements if there are sufficient project funds remaining after all required housing systems have been brought up to North Carolina Building Code (2018). Accessibility improvements may include exterior ramps, kitchen and bathroom adaptations, or any other improvement that would upgrade the living conditions for handicapped use, as listed under Section 504 of the Rehabilitation Act of 1973. Accessibility improvements must meet the North Carolina Building Codes (2018) and may include:

- Widening of doors

- Installation of ramps
- Roll-in showers (as space permits)
- Grab bars and permanently attached physical-assist apparatus
- Air-conditioning (if medically necessary)
- Hearing-impaired smoke detection equipment
- Specialty plumbing fixtures
- Lowering of light switches
- Other permanently attached fixtures determined to be of assistance in removing architectural barriers

4.2.8.3 Priority III- Incipient Code Violations. Incipient code violations include deficiencies or conditions of deterioration that if left unattended, would continue to deteriorate into or contribute to a code violation. Potential incipient code violations that may be addressed to North Carolina Building Code (2018) standards include:

- Replacement of building components (roofs, water heaters, HVAC systems) that have exceeded their life expectancy or, due to condition, are expected to fail within a two-year period from the date of inspection.
- The current manufactures' specifications and North Carolina Building Code (2018) shall be used as the standard to determine the life expectancy of building components for the purpose of eligibility for replacement.
- Unsafe and unused fireplaces with a deteriorated or unsafe chimney should be disassembled to below the roof line and sealed (roof will be patched over area that chimney penetrated the roof). Unsafe and used fireplaces will be repaired or an alternate exhaust system will be installed.

4.2.8.4 Priority IV- Weatherization improvements and Energy Efficiency Upgrades. Where practicable, and subsequent to a determination that all required property standards will be satisfied, individual measures which further the weatherization and energy efficiency of the rehabilitated property may be performed. Homeowners will be referred to nonprofit agencies for assistance weatherization and energy efficiency improvements when funding does not allow these upgrades. Individual measures completed under this category must be of a nature that would further the rehabilitated property's ability to meet the North Carolina Building Codes (2018) and energy efficiency.

- Weather stripping/caulking

- Insulation
- Windows and doors

5.0 PROPOSAL SUBMISSION AND QUALIFICATIONS

5.1 Bid Process

5.1.1 Review the Work Write-ups. Contractor shall obtain the work write-ups for each of the properties scheduled for rehabilitation from the Transylvania County Planning and Community Development Department (see Section 2 for contact information). These work write-ups, prepared by the Land of Sky Regional Council and County, identify eligible items to be included in the proposal. Additional work items cannot be covered under program funds without approved addenda to the bid documents. Bids as received must be for the execution on the entire work as called for in the Contractor's Proposal Form provided (Appendix B).

5.1.2 Inspections and Verifications. Each bidder shall thoroughly examine and familiarize himself/herself with the drawings, specifications, all other contract documents, general specifications, existing conditions, difficulties and restrictions involved with doing the work identified in the work write-up. The Contractor shall verify, on the job site, all quantities, measurements or dimensions, conditions, plans and working drawings before submitting a bid. The Contractor will not be relieved of his/her obligations because of failure to do the above when contracted to do the work. The Contractor(s) shall make meet with Transylvania County at each house they wish to bid upon on March 1, 2019 during the mandatory pre-submittal site visit. There will be no Change Order to prices based on mistaken quantity count, measurements or dimensions.

5.1.3 Revisions. Each bidder shall, upon discovery of any apparent error or omission in the work items necessary to bring the home up to code, notify the Transylvania County Planning and Community Development Department of such in writing. Interpretations, corrections and changes of bidding documents may be made by Transylvania County in the form of addenda to the bid documents. Revisions to bidding documents made in any other manner will not be binding, and bidders shall not rely upon them.

5.1.4 Contractor's Proposal Form. Contractor(s) shall submit a separate Contractor's Proposal Form for each property bid upon.

5.2 Qualification of Contractors and Bid Documents

Contractor(s) and subcontractors will be required to show proper licensing, bonding and insurance. They will also be required to show evidence of the ability to perform quality work. Experience in completing projects within a specified time frame and budget is essential. Bid documents shall include the following:

5.2.1 Contractor Statement of Qualifications. Provide a description of the types of

renovation, landscaping and rehabilitation services for which the Contractor is qualified and licensed. Be specific regarding any applicable skills and elaborate as necessary.

- 5.2.2 Current Project Workload List.** Provide a list of current projects in progress that consume time and resources. Include brief descriptions and anticipated completion dates.
- 5.2.3 Expected Timeline.** Provide a timeline for the rehabilitation of the properties bid upon (one, or two dwelling units).
- 5.2.4 One Copy of Bid Form (Appendix A).** Bids must be complete and returned in neat, legible form.
 - 5.2.4.1. Note Addenda Received** (if applicable).
- 5.2.5. Contractor’s Proposal Form (Appendix B).** Provide one completed proposal form for each property bid upon.
- 5.2.6. Proposed list of subcontractors** (if applicable).
- 5.2.7. Completed E-Verify Affidavit (Appendix C).**

5.3 Delivery of Submittals

All proposals for consideration must be received in the Transylvania County Planning and Community Development Department on or before Monday, March 15, 2019 at 5:00 p.m. EST. Bid documents shall be returned on the sheets provided, in a sealed envelope and signed by the Contractor. Bids must be received at the Transylvania County Planning and Community Development Department by the time specified on the due date.

A total of one (1) original signature copy (marked ORIGINAL) and four (4) exact copies of the proposal submittal shall be placed unfolded in a sealed package and delivered to:

Joy Fields, County Planner
Transylvania County Planning and Community Development
106 East Morgan Street, Suite 207, Brevard NC 28712
(828) 884-3205

The sealed package exterior must clearly denote the project name and must have the submitting firm’s name and return address.

6.0 EVALUATION AND AWARD OF CONTRACT

6.1 Selection Process

- Final evaluation of proposals will be made using the following considerations:
- The Contractor is not on probation or debarred or declared ineligible, or

voluntarily excluded from participation in HUD or any other Federal programs, by the City of Asheville or by Transylvania County.

- The bid is received by the County prior to the bid submission deadline date and time stated in the bid documents.
- The total amount of the bids is not more than 15% over the total cost listed on the initial work write-up prepared by the County and does not exceed the maximum dollar limits of the program.
- The bid is from a licensed NC general Contractor. Furthermore, all Contractor(s) and subcontractors must possess trade or other professional licenses as may be required by the State of North Carolina and the County in order to perform such functions that are subject to licensing.
- Expertise, experience, and qualifications of the Contractor(s) in each relative discipline for providing the services outlined in Section 4.0 – Scope of Services.
- Expertise and past experience of the Contractor(s) in providing services on projects of similar size, scope and features.
- Contractor’s recent experience/history in completing projects within an established budget and time frame.
- Contractor’s current project workload, relevant to the ability to complete the project for the County in a timely manner.
- Financial responsibility as evidenced by the Contractor’s licensing and liability insurance.
- The Contractor(s) meets requirements of Section 3 of the HUD Act of 1968 by meeting any one of the following; being a certified Section 3 business, employing Section 3 certified employees, representing a local business and considering low-income workers for any new hires, employing and improving the wage for low-income workers.

The award will be granted to the Contractor(s) submitting the best overall bid as determined by County using the evaluation criteria outlined above. The contract shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the ability to complete the project within given scheduling constraints. Transylvania County will notify the selected bidder in writing. The Contractor(s) should be prepared to have the bid incorporated, along with all other written correspondence concerning this RFP, into the contract. Any false or misleading statements found in the bid will be grounds for disqualification. All bids submitted shall be valid for a period of 60 days from the bid due date.

Transylvania County reserves the right to reject any or all bids, with or without cause, when such rejection is determined to be in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or who is not in a position to provide the terms and conditions of the project as determined by the County.

If none of the bids solicited are within 15% of the work write-up initially or by negotiation, the bids must be rejected and other bids must be obtained that are within the specified cost limits. Any bids received outside of the estimated range of housing rehabilitation will be rejected and the Contractor will be notified in writing. Contracts will not be awarded until the County has completed its Contractor certification and the Contractor has met the requirements.

When an acceptable, eligible bid is secured and the Contractor(s) is selected, the Contractor(s) will be notified that they must furnish Transylvania County with a current Certificate of Insurance, and a statement concerning the non-use of lead-based paint. Information will be verified for accuracy and completeness of the forms submitted by the Contractor. All Contractors will be subject to approval by Transylvania County, the Homeowner and the City of Asheville prior to the awarding of contracts.

6.2 Award of Contract

It is expressly understood by bidders that a contractual agreement must be properly signed and executed by Transylvania County and the Contractor to consummate the transaction prior to commencement of work on the project. The contract will include:

6.2.1 Contract. Upon acceptance and award of a Contractor's bid, the contract between the Contractor and the County shall be comprised of (a) the RFP and addenda, (b) the selected bid (response to the RFP by the Contractor) and any appendices thereto, (c) the contract documents as defined in the RFP, and (d) all other written communications between the homeowner and the Contractor concerning the transactions. The RFP will govern in the event of conflict between the RFP and the selected bid.

Each contract between a Contractor and County shall contain language denying participation to Contractors who fail to perform in a satisfactory manner.

The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

6.2.2 Bidder Incurred Costs. Transylvania County will not be liable for any cost incurred by Bidders prior to the contract award date.

6.2.3 Payment. Payment terms will be negotiated with the awarded Bidder.

6.2.4 Default. In case of default by the Contractor, the County may procure the articles and/or services called for in the contract from other sources and hold the Contractor responsible for any excess cost associated therewith. The

performance of the contract may be terminated by Transylvania County in accordance with this clause, in whole or in part, in writing whenever the County shall determine that the Contractor has failed to meet performance requirements of the contract.

- 6.2.5 Assignment.** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the County; its rights, title, or interest herein; or its power to execute such agreement to any other person, company, or corporation without the consent and approval in writing by Transylvania County.
- 6.2.6 Governing Law and Forum.** The contract between Transylvania County and the Contractor shall be governed in accordance with the laws of the State of North Carolina.
- 6.2.7 Amendments and Modifications of Contract; Waiver of Contract Terms.** The contract between the County and the Contractor shall not be amended or modified, nor any of its terms waived, except in writing and executed by the County and the Contractor.
- 6.2.8 Indemnification.** The Contractor shall indemnify and hold the homeowner and Transylvania County, their officers, agents, and employees harmless from liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs, and expenses, including attorneys' fees that (a) arise out of, are connected with, or result directly or indirectly from the Contractor's failure to perform any of its obligations under this RFP; or (b) result from any negligent act or omission of the Contractor, its employees or agents in the performance of services; or (c) are a result of breach of any of the Contractor's warranties. The indemnification responsibilities created by this Section shall survive and be enforceable after the contract between the homeowner and the Contractor terminates or expires, and they shall be terminated only by the written agreement of the Contractor and the homeowner.

6.3 Contract Conditions

- 6.3.1 Assignment of Personnel.** Transylvania County shall retain the right to demand and receive a change in personnel assigned to the work if County believes that such change is in the best interest of Transylvania County and the successful completion of the contracted work.
- 6.3.2 Unauthorized Sub-Contracting Prohibited.** The selected Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP, including but not limited to, selling or transferring the contract, without the prior written consent of Transylvania County Planning and Community

Development Department. Any purported assignment of interest or delegation of duty, without the prior written consent of the County shall be void and may result in the cancellation of the contract, or may result in the full or partial forfeiture of funds paid to the selected Contractor as a result of the proposed contract, as determined by the County.

- 6.3.3 Commencement of Work.** The contract must be signed prior to commencement of any work by contractor.

APPENDIX A

Proposal Bid Form

APPENDIX B

Contractor Proposal Form

APPENDIX C

Completed E-Verify Affidavit Form