CITY OF FAYETTEVILLE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY

FAYETTEVILLE, NORTH CAROLINA

REQUEST FOR QUALIFICATIONS
MOBILE HOME UNIT REPLACEMENT SERVICES

RFP#: COF1516315

ISSUING AGENCY:
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

Direct all inquiries concerning this Request for Prequalification to:

Kimberly Toon
Purchasing Manager
Email: ktoon@ci.fay.nc.us

Proposal Due Date: October 18, 2018
A message from the City of Fayetteville City Manager, Douglas J. Hewett, ICMA-CM

The City of Fayetteville is fully committed to provide Small Local Business Enterprises (SLBE’s) an equal opportunity to participate in all aspects of City contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the City. It is also the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The City will actively seek and identify qualified SLBE’s and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts.

The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors. Towards this end the City’s Charter has been amended by the General Assembly (H.B. 198) to allow the City to establish a race and gender neutral small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include subcontracting goals and good-faith effort requirements to enhance participation by small business enterprises located in Cumberland and Hoke Counties.

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

Douglas J. Hewett
City Manager, ICMA-CM
INTRODUCTION

Background Information

The City of Fayetteville has received a Community Development Block Grant – Disaster Recovery (CDBG-DR) award by the North Carolina Department of Emergency Management. Contingent upon this award, the City of Fayetteville is soliciting proposals for mobile home unit (MHU) replacement services under the North Carolina CDBG-DR program. Sealed Qualification submittals subject to the conditions made a part hereof will be received until, for furnishing services described herein.

SCOPE OF SERVICES REQUESTED

The City of Fayetteville intends to establish a pool of vendors based on qualified firms to assist in the replacement of MHUs. The Provider(s) will be awarded projects for specific properties at the sole discretion of the Program. Price will be determined after the qualification process. The City of Fayetteville is projecting that 13 mobile homes and 7 modular units plus MHU owners will be assisted through the Program’s housing efforts.

Services provided through this contract include replacement of single and double wide MHUs (2BR/2BA, 3BR/2BA, 4BR/2BA) standard units as well as (2BR/2BA, 3BR/2BA, 4BR/2BA) units meeting ADA compliance requirements.

The selection of the pool of vendors for this project will be based on demonstrated competence and qualification for the services required without regard to cost. Thereafter, the City will negotiate prices for each size/type of MHU replacement.

Our focus is on customer service to the citizens participating in the program, as well as, compliance will all applicable HUD guidelines and regulations.

To ensure homeowners are not out of their homes longer than necessary the City has established standards for timely completion of contracted work. Completion standards begin the day the Program issues the vendor a Notice to Proceed (NTP) and ends when home passes final inspection and the homeowner accepts key turnover.

- The City assesses a penalty of one hundred dollars a day for each day that exceeds the standards below:
  - Mobile Home Unit (MHU) 37 days from NTP to construction passing final inspection and homeowner accepting keys

HUD Housing Quality Standards (HQS) and Green Building Retrofit

The City’s commitment is to provide safe, sanitary and secure housing to eligible program participants. HUD has established standards for housing quality and green retrofit.
Customer Service

All participants of the Program shall be treated with dignity and respect. City of Fayetteville expects responsiveness to the City and the homeowner, first class customer service, and interactions and communications that are easily understood, prompt, and courteous.

Replacement Scope of Work

The scope of work for each repaired structure will vary and may include the following:

- POD delivery, pickup, and management
- Move out coordination with the property owner;
- Utility disconnection and deactivation;
- Demolition of existing structure;
- Americans with Disabilities Act (ADA) compliance where required;
- Servicing or repairing Wells and Septic systems
- Debris removal in accordance with all Federal, State and local requirements, including the disposal of potential asbestos containing materials;
- Site preparation;
- Replacement of MHU in accordance with all applicable local and state codes and standards;
- Survey/Elevation certificate requirements; and

From the NTP to the completion of construction activities and key turnover to the homeowner. Provider will pay a penalty of **One Hundred Dollars ($100.00) per day for every day past 37 days. Penalty ceases when home passes final inspection and homeowner key turnover is complete.**

Training and Certification. As the City sees fit, Selected Providers will complete Program developed and provided training to certify their understanding and ability to comply with HQS, Program reporting requirements, Program invoicing requirements, and the Program scoring methodology used to evaluate vendor performance and allocate future work.
Other Scope Requirements

Provide professional labor, equipment and materials adequate to perform the work in accordance with the scope of work issued for each eligible applicant’s residential structure while ensuring that all applicable housing standards and codes are met;

Comply with all state and federal laws, regulations, and guidelines to include compliance with HUD Community Development Block Grant disaster laws, regulations, and guidelines, e.g. Section 3 and Davis Bacon, if applicable;

Section 3:

1. Additionally, the following Section 3 clause shall be included in any contract resulting from this RFP and the Contracted Party will ensure that the following Section 3 clause is included in all covered subcontracts

“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 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).”

Provide documentation and tracking of construction progress;

Meet with individual property owners to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and to review work upon final inspection;

Participation in a homeowner signing event and pre-construction conference;

Meet Program completion requirements from the Notice to Proceed; and

Meet or exceed the Section 3 requirements included herein and in accordance with the Program Guidelines.

Miscellaneous

Selected Respondent(s) will be required to perform any other ancillary construction related services that may be required to perform construction upon the property in question. Thus, it is imperative that Respondent(s) enumerate any other services that they may be able to provide. These ancillary services may go beyond what would be required for the inspection of a property.

NO GUARANTEE OF VOLUME OR USAGE

The Program makes no guarantee of volume or usage under any contract resulting from this Solicitation. The Program will use a “Builder Scorecard” to assign work based on actual performance. Providers that are selected and provide the highest quality in craftsmanship, lowest construction times, and a high standard of customer service will be designated to receive additional work in accordance with their capacity. Participation in this Program will require the Construction Company to adhere to certain requirements to illustrate work performed. This adherence to standards will be used for score performance of assigned work.

WORK ORDER AUTHORIZATION

During the term of any contract awarded under this Solicitation, the Program may request Provider to perform certain tasks as described above, subject to specific work authorization in the form of a General Work Order (Work Order). All Work Orders shall be in writing, signed by both parties, and shall include a scope of services, a list of tasks to be performed by Provider, a time schedule, a list of deliverables if any, and such other information or special conditions as may be necessary for the work requested. Additionally, Work Orders will be assigned based on demonstrated capacity, quality and timeliness of performance.
COMPENSATION
Respondents selected under this Solicitation will be compensated on a negotiated per unit price to be negotiated using standardized construction pricing benchmarks.

QUESTIONS
Questions regarding this Request for Qualifications shall be submitted in writing by email to kton@ci.fay.nc.us, no later than 5:00 p.m., October 9, 2018.

Upon receipt of questions, an Addendum will be issued if deemed necessary. A signed copy of each addendum must be included in the proposal package. Prospective firms are strictly prohibited from contacting any City official or employee regarding this Request for Qualifications, except in the manner prescribed above. Violation of this provision may result in disqualification of the firm’s submittal.

SUBMISSION REQUIREMENTS
Firms are invited to submit their proposals for the project to CITY OF FAYETTEVILLE. Each submittal must be received no later than 5:00 p.m. on October 18, 2018, to be considered. One (1) signed original Proposal is required to be submitted.

Additionally, one copy of the prime Firm’s most recent audited financial statements or similar evidence of financial stability shall be provided in a separate, sealed envelope. By execution of the Proposal, each Firm certifies that it is in sound financial condition and has received an unqualified audit opinion for the latest audit of its financial statements, that it has no outstanding liabilities to the Internal Revenue Service or other government entities, is not the subject of any current litigation or findings of noncompliance under federal, county or city law, has not been the subject of any past litigation or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this contract.

Proposals may be hand delivered to the City of Fayetteville, Attention: Kimberly Toon, 433 Hay Street, Fayetteville, NC 28301 between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday. Proposals may also be submitted to the following mailing address via certified U.S. Mail (or overnight express service that has tracking capability). EMAIL and FAX submissions will not be accepted! As noted above, Letters delivered by a method other than hand-delivery must arrive in the CITY OF FAYETTEVILLE office prior to the deadline for submission (October 18, 2018 by 5:00 p.m.) to be considered:

City of Fayetteville
Purchasing Department
Attention: Kimberly Toon
433 Hay Street
Fayetteville, NC 28301

All Firms are hereby notified that they are required to have proper licenses as required under the State and City laws governing their respective trades to be eligible for an award. General contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving
Firms are cautioned that any information released to attendees before due date that appears to conflict with, supersede, or add to requirements in this Request for Qualification, must be confirmed by written Addendum before it can be a part of this solicitation.

It is the intent of CITY OF FAYETTEVILLE to evaluate the Proposal Responses based on criteria defined below in Selection Criteria of this document. Upon evaluation of the Proposals, a pool of vendors will be selected. CITY OF FAYETTEVILLE may require an interview with each of the Firms selected. Firms requiring interviews will be notified via email to the respective Firm’s Point of Contact (POC) defined in their Proposal regarding the time, location, and format for the interview. Note that notifications of interviews will be provided to Firms approximately 1 week prior to the interview. Based on the evaluation of Proposals, and interviews if applicable, CITY OF FAYETTEVILLE will select one (1) firm. City of Fayetteville can select the most advantageous Firm for the program without interview process.

**Notice to Firm Regarding RFP Terms and Conditions**

It shall be the Firm’s responsibility to read the Instructions, the City’s terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Firms also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Firms have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions. If the City determines that any changes will be made because of the points raised, then such decisions will be communicated in the form of an RFP addendum. The City may also elect to leave open the possibility for later negotiation of specific components of the Contract that have been addressed during the question and answer period. Other than through this process, the City rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Firm’s proposal. This applies to any language appearing in or attached to the document as part of the Firm’s proposal that purports to vary any terms and conditions or Firms’ instructions herein or to render the proposal non-binding or subject to further negotiation. **By execution and delivery of this RFP Response, the Firm agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Firm’s proposal as nonresponsive.**

If a Firm desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether a specific, proposed language modification is acceptable to or will be considered by the City. Identification of objections or exceptions to the City’s terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected.

Contact with anyone working for or with the City regarding this RFP other than the person named on page 3 of this RFP in the manner specified by this RFP shall constitute grounds for rejection of
said Firm’s offer, at the City’s election.

**EVALUATION**

**Proposal Evaluation Criteria**

All proposals will be reviewed and weighed by the City of Fayetteville review team based on the qualifications below listed in order of importance. Incomplete proposals or proposals that fail to follow the submission guidelines will not be considered for review.

Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

1. The proposal is not received timely in accordance with the terms of the RFP;
2. The proposal does not follow the specified format; or
3. The proposal is not adequate to form a judgment by the reviewers.

**QUALIFICATIONS**

**Experience – 25%**

The Offeror shall provide a detailed description of their company history, including but not limited to, the number of years in business, the number of employees, location(s) and any relevant experience in working in disaster recovery operations such as the one North Carolina is currently undergoing.

**Capacity to Provide Service – 50%**

The Offeror shall provide a detailed description of their capacity to provide the services to be rendered in a timely fashion. This description shall include the number of employees that will be dedicated to this project, their level of experience or expertise, the ability of the offeror to procure, transport and place MHU/modular units, the capacity to address other issues, such as but not limited to removal of existing units, site prep, sod placement, etc. A comprehensive plan of action should be included in this section of the response.

**Qualifications & References – 25%**

The Offeror shall provide a list of experience similar to that which is currently demanded of relevant work over the last ten (10) years. The Offeror shall also provide three (3) references, including contact information, to substantiate their qualifications. Each item of the aforementioned list of descriptions shall individually describe the work down, the complicating factors and the methods utilized to overcome said complications.

**Insurance & Licenses**
The Offeror shall attach professional liability insurance, all other applicable insurance coverage, and all necessary business licenses to their proposal.

**General Insurance**

The selected Firm(s) will be required to provide proof of the minimum insurance coverage amounts identified below at the time of contract by providing an Accord certificate and insurance policy and endorsements if requested:

1. Comprehensive General liability: $5,000,000 per occurrence
2. Automobile liability per occurrence: $500,000 bodily injury and property damage/$500,000 uninsured or underinsured motorist/$10,000 medical payment
3. Worker’s compensation: $500,000 per occurrence, which shall inure to the benefit of all Firm’s personnel provided hereunder
4. Professional liability insurance: $500,000
5. Fidelity bond insurance with minimum limits of $1,000,000
6. Umbrella coverage of $5,000,000.
7. Property Insurance and Builder’s Risk Insurance
8. Aviation Insurance: The Firm and any subcontractor(s) actually performing aviation services pursuant to this contract shall maintain adequate aviation liability insurance, to include liability coverage, covering all owned, hired and non-owned fixed wing and rotary aircraft, used in connection with this contract.
9. Other insurance requirements in the discretion of CITY OF FAYETTEVILLE as may be contained within a Delivery Order for the work to be performed by the Firm.
QUALIFICATION ELEMENTS AND COMPONENTS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attachment sheets. The contractor may submit any additional information he/she desires. This application is REQUIRED for all Contractors.

PRINT OR TYPE ALL INFORMATION

1. Requested work to bid on and perform: (check all that apply)
   - ☐ Removal and Replacement of MHU

2. Vendor’s Name:
   __________________________________________________________

3. Business Address: _________________________________________
   FaxNo.: _______________________________________

4. Business Phone No.: ___________________________ FaxNo.: ___________________________

5. Employer Identification Number (EIN):
   __________________________________________________________

6. State Contractor's License Number: __________________________ ENCLOSE A COPY
   __________________________________________________________

7. Names, addresses, phone numbers, social security numbers, and date of birth of all owners, partners, major stockholders and/or officers (Attach additional pages as needed):

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8. Type of Business (check):
   - ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ LLC ☐ Other

9. When organized/how long in business under present company name: _______________________

10. Number of workers employed (on payroll): _______________________

11. Have you been engaged in the manufactured housing home rehabilitation or construction business under any other name? If so, please provide the name(s):

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
12. General nature of work performed by your company:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

13. Disclose any current or pending criminal or civil litigation in which your firm is a named party:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

14. Have you ever failed to complete any work awarded to you? □ Yes □ No

15. Have you ever defaulted on a contract? □ Yes □ No

16. Credit Business Reference: □ Yes □ No

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17. Provide a letter of recommendation from a previous client.
The undersigned contracting firm agrees that in consideration for being placed on the City of Fayetteville Housing Recovery Program’s (City of Fayetteville RebuildNC) “Qualified MHU Vendor List”, he/she will comply with the following conditions on all work:

1. To use only contract forms approved by the City of Fayetteville RebuildNC.
2. That work will be performed in accordance with Local, State and Federal Standards, subject to such inspections as deemed necessary by the City of Fayetteville RebuildNC staff.
3. That if work performed by the contractor is found to be unsatisfactory, or if contract relations between the contractor, homeowner, or other parties are found to be unsatisfactory, the City of Fayetteville RebuildNC Grant Administrator may remove the Contractor’s name from the Qualified MHU Vendor List.
4. That adequate Comprehensive Liability and Workman’s Compensation insurance will be provided.
5. That the contractor will abide by Equal Opportunity provisions of the Civil Rights Act.
6. That if such information changes at any time while being listed on the Vendors’ Register, the company will immediately notify the City of Fayetteville RebuildNC Project Manager of such changes.

THE UNDERSIGNED CONTRACTOR CERTIFIES that all information given herein is substantially true and correct.

(Company Name, include DBA if applicable)

______________________________________________________________
Authorized Signature**

______________________________________________________________
Date

______________________________________________________________
Print Name

** Evidence of authorization must be submitted or notarized resolution.