



**Request for Qualifications
and
Request for Proposals
for
Non-profit Tornado Disaster Recovery Program**

City of Greensboro, North Carolina
Neighborhood Development Department
300 W. Washington Street
Greensboro, North Carolina 27401

**Proposals will be accepted on a first come first served basis from
qualified non-profit applicants**

CITY OF GREENSBORO, NORTH CAROLINA REQUEST FOR QUALIFICATIONS AND PROPOSALS

TORNADO DISASTER RECOVERY PROGRAM

1. INTRODUCTION

The City of Greensboro is seeking proposals from qualified non-profit housing organizations with a documented track record of successfully constructing or rehabilitating quality affordable housing for low to moderate income homeowners.

The primary objective of the Tornado Disaster Recovery Program is to assist those homeowners impacted by the April 2018 tornado weather event in Greensboro who are unable to be served through private insurance, FEMA proceeds or available community programs, in the repair or reconstruction of their damaged properties. A secondary objective of the Tornado Disaster Recovery Program is to acquire lots and build new homeownership opportunities in the tornado impacted neighborhoods.

The City of Greensboro anticipates using local Housing Bond, state disaster assistance, or federal HOME or Community Development Block Grant funds for the Tornado Disaster Recovery Program. Non-profit housing development organizations that meet the qualifications of a Community Housing Development Organization may be awarded HOME program CHDO funds for eligible low-moderate income homebuyer development activities. Housing Bond funded projects under the Tornado Disaster Recovery Program may serve households up to the Moderate Income limit established for local Housing Bond funding, which is 120% of Area Median Income for up to a two-person household and 140% of Area Median Income for a three or more person household. HOME or CDBG funded proposals must serve households under 80% of Area Median Income. Any use of federal funds will trigger compliance with all required federal construction terms and conditions and additional review processes.

The City of Greensboro has worked collaboratively with community organizations through the Storm Recovery Alliance to: raise funding for and awareness of tornado damages, allocate community resources, and coordinate housing relocation and repair services. This Request for Proposals is an additional community resource and is expected to be carried out in conjunction with the ongoing coordinated tornado recovery activities.

The City of Greensboro has established a team of staff members to evaluate proposal responses. This team will be responsible for the evaluation of the proposals. Proposals will be accepted on a first come, first served basis.

2. SCOPE OF SERVICES

Primary expectations for rehabilitation, reconstruction or new construction include:

- Coordinate with on-going recovery efforts through the Storm Recovery Alliance
- Prepare and submit design and construction plans that meet the community pattern guidelines
- Obtain all permits and approvals
- Possess all necessary firm or contractor certifications, or use a certified subcontractor
- Follow MWBE program guidelines for solicitation of MWBE subcontractors and provide utilization documentation
- Utilize high quality building materials and construction methods in compliance with the City of Greensboro's Housing Rehabilitation Program standards
- Follow appropriate standards of care and construction for lead paint, asbestos, mold or other environmental issues
- Timely completion of construction
- Construct all new homes to System Vision™ requirements
- Assume all risks of construction (Builders Risk Insurance)
- Submit all required information concerning homeowner or homebuyer qualifications
- Timely attention to warranty issues

Funding Available

Funding is available on a reimbursement basis only for work completed, or for materials verified on site or in secure storage. The organization must be able to accurately document all costs incurred for the project. As the extent of the damages from the tornado disaster are not fully known, the City reserves the right to add additional funds to meet the identified needs.

Repair or Rehabilitation Projects: The City will provide grant funding for documented material and labor costs for tornado related repairs. Non-profit repair organizations may request a minimum of \$300 or up to 10% of total approved project costs as an administrative fee for owner repair or rehabilitation projects. Up to \$150,000 of Housing Bond funds will be made available for approved projects.

For Sale Construction Projects (including New Construction or Acquisition/Rehabilitation): The City will provide grants for gap subsidy assistance to pay the costs which exceed the net sale proceeds. Construction projects will initially be limited to 6 sites until the repair program for tornado damaged properties is completed. Non-profit builders may request up to 15% of total sales price as a developer fee for new construction or acquisition/rehabilitation projects. Up to \$400,000 of Housing Bonds or federal HOME or CDBG funds will be made available for approved projects.

Reconstruction Projects: The City will provide grants for gap subsidy assistance to pay the demolition, site clearance, relocation, new construction and project soft costs which exceed the amount of available funds including owner insurance proceeds or non-profit or private mortgage financing. Non-profit builders may request up to 10% of appraised value as an administrative fee for owner reconstruction projects. Up to \$250,000 of Housing Bond funds will be made available for approved projects.

3. REQUEST FOR QUALIFICATIONS

Please submit a copy of the following information for evaluation of non-profit qualifications.

- A. Letter of Interest: The letter of interest must reference the Tornado Disaster Recovery RFP and contain:
 - i. General description of the builders understanding of the project.
 - ii. Identification, address, telephone and fax number, email address of builder and primary contact person.
 - iii. Summary of the builder's qualifications and experience, and general contractor license number.
 - iv. Signature of the builder or agent who is legally authorized to enter into a contractual relationship on behalf of the builder.
Letter must be notarized or have a corporate seal.
- B. Non-profit Status: Please include a copy of the following non-profit documentation:
 - i. Articles of Incorporation, Bylaws, IRS 501(c)3 determination letter and Form 990
 - ii. If non-local organization, include proof of board authority to conduct business in Greensboro
 - iii. Current list of all members of the Board of Directors, including name, address, and beginning and ending dates of term
- C. References and Examples: Location (street address), description, and photographs of housing projects under construction or completed in the last three years. Provide names, address, and telephone numbers of contact persons for at least three of these projects.
- D. Experience in Financing: Describe the builder's experience in securing construction financing commitments and managing project financing. Disclose and explain the following as applicable:
 - i. Current financial default of more than sixty (60) days duration.
 - ii. Mortgage assignment or workout arrangement.
 - iii. Foreclosures.
 - iv. Bankruptcy.
 - v. Litigation relating to financing or construction of a project, which is pending or mechanic's and materialmen's lien litigation.
 - vi. Real estate tax delinquencies (past 2 years).
 - vii. Explanation for any projects not completed within budget.
- E. Capacity: Describe the builder's capacity to complete single-family home projects in a timely manner and within budget.
- F. Leverage: Describe the builder's typical ability to leverage volunteer, in-kind or financial support for housing development activities.
- G. Marketing and Sales Methods [for homebuyer activities]: Describe the builder's methods of marketing homes, including use of advertising, realtors, open house hours, etc.
- H. Financial Statement: Provide a signed current financial statement of the builder along with the most recent financial audit. The statement should show the builder's assets, liabilities, and net worth.
- I. MWBE: Provide a description of contractor or subcontractor solicitation process and a list with certification documentation of any certified Minority and Women's Business Enterprises.

4. ELIGIBILITY SCORING CRITERIA

Non-profit applicants must meet a threshold score of 60 to be considered.

Construction Experience	20
Documented experience with quality residential construction or rehabilitation projects within the last two years.	
Financial Capacity	20
Evidence of financial capacity to obtain construction financing sufficient to meet the requested development needs	
Agency Capacity	20
Qualified staff and certifications (or general contractor with certifications) to meet the requested development standards	
Leverage	20
Documented history of leveraging volunteer, in-kind or financial support for housing development activities	
M/WBE	20
Documented history of utilizing M/WBE firms on similar projects	

5. SUBMITTAL INSTRUCTIONS

Prepare **(4) four copies** of your **entire proposal package**, including the required submittal elements listed above. **Place all (4) four copies of your proposal package in (1) one sealed envelope, clearly addressed as follows:**

“Non-Profit Tornado Disaster Recovery”

City of Greensboro

Neighborhood Development Department

Attn: Jennifer Freeman

300 W. Washington St.

PO Box 3136

Greensboro, NC 27402-3136

Your proposal may be delivered by hand or via the US Postal Service as long as the proposal is received in our office by the Proposal Due Date and Time; postmark dates will not be considered. Faxed copies will not be accepted.

TIME SCHEDULE:

- *Qualification decision should be made within two weeks of application.**
- *Proposals from qualified applicants are accepted on a rolling basis subject to funds available**
- *Contracts will be awarded after City Council approval of the project (if necessary)**
- *Rehabilitation grant contracts will be issued between the City and the contractor**
- *New construction development agreements will be issued between the City and the contractor**

Federal Awardee(s) must be able to obtain a Data Universal Number (DUNS) number and register with System for Award Management (SAM).

FOR FURTHER INFORMATION:

Contact Jennifer Freeman at (336) 373-2530 or Cynthia Blue at (336) 433-7376

City of Greensboro, Neighborhood Development Department

6. REQUEST FOR FUNDING

Builders may apply for funding for repair, rehabilitation, reconstruction or new construction activities on a first come first served basis.

Development Requirements:

- A. Minimum Development Requirements for New Construction – All homes built shall be a minimum of 1,200 square feet with at least 3 bedrooms and 1.5 bathrooms.
- B. System Vision™ Requirements for New Construction – All new construction projects shall meet the requirement of the System Vision™ Program, including certification by Advanced Energy Corporation to meet guidelines for energy efficiency. Builders are advised to review these requirements at the following web site:
www.advancedenergy.org.
- C. Builders shall at a minimum comply with the standards outlined in the City of Greensboro's Written Rehabilitation Standards for construction and material quality.
- D. Licensing and Permitting Requirements – Builders are responsible for ensuring that all contractors working on the project hold required licenses and permits. Failure to utilize proper licensing and permits is grounds for removal of a builder from the approved builders list.
- E. Assignments – No Builder may assign development rights to another firm or builder without prior approval by the City.
- F. Reporting Requirements – Builder is required to report to the City of Greensboro certain information about the homeowner or homebuyer of each property. Determination of qualification and funding source will be made prior to start of each project.
- G. Warranty Requirements – Builders shall warranty all materials and workmanship for a minimum of one (1) year from completion of rehabilitation or sale of the property to a

homebuyer. Manufacturer warranties shall be provided to each owner for all roofing, HVAC systems, water heaters, and any other products subject to warranty. Warranty repair requests shall be immediately followed up on by the Builder. Failure to properly address a warranty request is grounds for removal from the approved builders list.

- H. MWBE Participation Requirements –Mandatory MWBE subcontract participation goals will apply to the construction portion of the project. Builders will be required to comply with the same policies and procedures as have been set forth for other City construction projects. M/WBE Subcontract goals will be applied to the project prior to the final approval. A contractor may request a full or partial waiver of this mandatory subcontracting requirement by submitting unavailability documentation to the M/WBE Office.

Submittal information differs by project type. Submittals must include enough information to confirm compliance with program guidelines and accurate cost estimating.

- A. Repair or Rehabilitation Submittals:
 - i. Identification of the homeowner and property address.
 - ii. Work write up to include tornado damages and required related repairs. Other repairs being done at the same time by the non-profit should be documented on a separate work write up.
 - iii. Material description form.
 - iv. Evidence of lead paint, asbestos, mold or other environmental hazard compliance
 - v. Schedule for construction.
 - vi. Cost estimate for City funded repairs.
 - vii. Statement agreeing to post sign indicating financing provided by City of Greensboro on the site during construction.

- B. Reconstruction Submittals:
 - i. Identification of the homeowner and property address.
 - ii. Floor plans, at ¼" equals 1', showing layout of buildings and sizes of each primary room. Reconstructed unit should be similar in size and layout to original.
 - iii. Elevation drawings, at ¼" equals 1', of each side of each building being proposed, accurately showing all exterior building features, including identification of primary building materials.
 - iv. Details and cut-sections as needed to accurately show design and construction details for roof eaves, dormers, porches, posts and columns, brackets, railings, stairs, etc. At least one cut section should be provided for an exterior wall section to identify relationships of roof trusses, ceiling heights, window heights, fascia boards, moldings, skirt boards, etc.
 - v. Material description form.
 - vi. Site and Landscaping Plan, identifying placement of buildings, walks, driveways, placement of HVAC equipment, placement of trees and shrubs, and a plant materials list.

- vii. Schedule for construction.
- viii. Evidence of any additional construction financing, which shall be either a letter on company stationary from a financial institution indicating approval and amount of construction financing for this specific project, or copies of bank statement or other evidence of the availability of funds specifically designated for this project.
- ix. Documentation of replacement house value.
- x. Estimated demolition or site clearance costs.
- xi. Estimated total development cost for City loan to homeowner or grant for costs in excess of property value.
- xii. Statement agreeing to post sign indicating financing provided by City of Greensboro on the site during construction.

C. New Construction (or Acquisition/Rehabilitation) Submittals:

- i. Identification of the lot(s) being proposed for development.
- ii. Floor plans, at ¼" equals 1', showing layout of buildings and sizes of each primary room.
- iii. Elevation drawings, at ¼" equals 1', of each side of each building being proposed, accurately showing all exterior building features, including identification of primary building materials.
- iv. Details and cut-sections as needed to accurately show design and construction details for roof eaves, dormers, porches, posts and columns, brackets, railings, stairs, etc. At least one cut section should be provided for an exterior wall section to identify relationships of roof trusses, ceiling heights, window heights, fascia boards, moldings, skirt boards, etc.
- v. Material description form.
- vi. Site and Landscaping Plan, identifying placement of buildings, walks, driveways, placement of HVAC equipment, placement of trees and shrubs, and a plant materials list.
- vii. Evidence of lead paint, asbestos, mold or other environmental hazard compliance for acquisition/rehabilitation projects
- viii. Schedule for construction.
- ix. Evidence of construction financing, which shall be either a letter on company stationary from a financial institution indicating approval and amount of construction financing for this specific project, or copies of bank statement or other evidence of the availability of funds specifically designated for this project.
- x. Anticipated sales price of each house builder proposes to build and sell.
- xi. Estimated City gap subsidy financing as calculated on the development gap worksheet.
- xii. Statement agreeing to post sign indicating financing provided by City of Greensboro on the site during construction.

RFP Attachments for Proposal Development

- Sample Development Budget Worksheet for Gap Subsidy Financing
- Sample Materials Selection Form
- Affidavit C – Subcontractor Utilization Commitment Form
- Affidavit E – Statement of Intent to Perform Work without Subcontracting
- Map of the Tornado Area

7. GENERAL TERMS AND CONDITIONS

Proposal Contact

The RFP and any subsequent action taken as a result thereof is issued by the City of Greensboro in accordance with North Carolina General Statutes. Proposal responses should be directed to Jennifer Freeman as outlined below.

Proposal Contact:
Jennifer Freeman
Rehabilitation Program Manager
City of Greensboro – Neighborhood Development Department
300 West Washington Street, 3rd Floor
Greensboro, NC 27401
jennifer.freeman@greensboro-nc.gov
336-373-2530

Proposal Submission Requirements

Proposers are required to prepare their proposals in accordance with instructions outline in this section, Section 4 and elsewhere in this RFP. Each Proposer is required to submit its proposal in a sealed package. The City prefers simple, stapled paper copies, only use a binder or folder if essential due to the size of your proposal.

The City will not be responsible for any expenses incurred by any Proposer in the development of a response to the Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted or given to the City of Greensboro and/or its representatives. Further, the City shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the City Council has formally accepted a recommendation.

Non-disclosure of City Information

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendation, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the City.

Retention of Proposer Material

All information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

Minority/Women Business Enterprise Program Plan

The City has established an M/WBE Program to promote the economic inclusion and full and equitable utilization of all firms that desire to engage in business with the City of Greensboro.

The City of Greensboro has a goal for which it aspires to achieve annually in “Construction contracts. To help achieve the Annual Aspirational Goal, successful contractors are required to make Good Faith Efforts to recruit and use M/WBEs during the performance of the contract. Any M/WBE participation obtained shall be reported on Affidavit C – Subcontractor Utilization Commitment Form (Attached).

M/WBE Policy: It is the policy of the City not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial customers on the basis of race, color, religion, natural origin, biological sex, age, or on the basis of handicap or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners, provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the Relevant Marketplace, which includes Alamance, Davie, Davidson, Forsyth, Guilford, Randolph, Rockingham, Stokes, Surry, and Yadkin counties.

The undersigned Respondent hereby certifies and agrees that the following information is correct: "In preparing its response on this project, the Respondent has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the City's M/WBE Program Plan, Section V. A. 1.; to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the response submitted by the Respondent on this project, and terminate any contract awarded based on the response. As part of its response, the Respondent shall provide to the City a list of all instances within the immediate past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of North Carolina that the Respondent discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the City, the Respondent agrees to comply with the City's Commercial Nondiscrimination Policy as described under its M/WBE Program Plan, Section V. A. 1."

Insurance Requirements

If the proposal is funded, the organization will enter into a contract with the City of Greensboro. All city contracts require insurance and indemnification language so that the responsibility for paying claims is established with the organization and ensures that financial resources are available to pay claims. The selected Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The city in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability** – Occurrence Form Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000

• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Greensboro shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
 - Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: "**The City of Greensboro shall be as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor**".

3. **Worker's Compensation and Employers' Liability**
 Workers' Compensation Statutory Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

4. **Professional Liability (Errors & Omissions Liability)** – The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services section of the Contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In the event that the professional liability insurance required by the Contract is written on a claims-made basis, Contract or warrants that any retroactive date under the policy shall precede the effective date of the contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of the two (2) years beginning at the time work under this Contract is completed.

B. Additional Insurance Requirements The policies are to contain, or be endorsed to contain, the following provisions:

- 1) On insurance policies where the City of Greensboro is named as an additional insured, the city of Greensboro shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. Notice of Cancellation: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the city, within five (5) business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed or hand delivered to Jennifer Freeman, Housing Rehabilitation Administrator, City of Greensboro Neighborhood Development Department, PO Box 3136, Greensboro, NC 27402

D. Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of North Carolina.

E. Verification of Coverage: Contractor shall furnish the city with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the city before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Jennifer Freeman – Housing Rehabilitation Administrator, City of Greensboro, Neighborhood Development Department, PO Box 3136, Greensboro, NC 27402.

The city project/contract number and project description are to be noted on the certificate of insurance. The city reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. Subcontractors: Contractors' certificate(s) shall include all subcontractors as additional insured(s) under its policies or Contractor shall furnish to the city separate certificates and endorsements for each subcontractor. All coverage(s) for subcontractors shall be subject to the minimum requirements identified above.

G. Approval: Any modification or variation from the insurance requirements in this Contract must have prior approval from the city of Greensboro, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.

Certification

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all Proposers. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the City of Greensboro. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the City of Greensboro.

Indemnification

The Proposer will indemnify and hold the City of Greensboro harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which

may accrue against the City to the extent it is caused by the negligence of Proposer, its sub-consultants, or their employees or agents, while performing duties under this Agreement, provided that the City gives the Proposer prompt, written notice of any such claim or suit. The City shall cooperate with Proposer in its defense or settlement of such claim or suit. This section sets forth the full extent of the Proposer's general indemnification of the City from liabilities that are in any way related to Proposer's performance under this Agreement.

Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the City and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the City harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

Payment

Payment for the services rendered pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the City. Prior to payment, the selected consultant must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

Governing Law

This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

Confidential Information/Public Records Law

The City assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. The City of Greensboro reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify the City of Greensboro at once, indicating in their letter the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal. Furthermore, the City is not bound to accept a proposal on the basis of lowest price, and further, the City has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the City's best interests to do so. The City reserves the right to accept or reject any or all the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the City's best interest. Moreover, the City reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City.

Additional Services

The City reserves the right to negotiate additional services with the Proposer at any time after initial contract award.

Sample Preliminary Development Budget

Acquisition/New/Resale Program

[Address - House Design]

ITEM	ESTIMATE	ASSUMPTIONS
<u>Acquisition</u>		
Purchase price	\$	-
Appraisal fee	\$	-
Credit report fee	\$	-
Flood certification fee	\$	-
Pro-rated taxes	\$	-
Escrow deposits	\$	-
Attorney fee/title search	\$	-
Title insurance	\$	-
Recording fee	\$	-
Structural/mechanical inspection	\$	-
Other inspection(s)	\$	-
Well water test	\$	-
Septic system inspection	\$	-
Termite inspection	\$	-
Survey	\$	-
Overnight mail fee		varies
SUBTOTAL	\$	-
<u>Construction</u>		
Anticipated number of weeks		
Materials	\$	-
Subcontracted services	\$	-
Direct labor estimate	\$	-
Construction contingency	\$	-
Systems Vision Grant	-	-
		If Systems Vision certified, \$4,500 grant
SUBTOTAL	\$	-
<u>Carrying costs</u>		
Utilities	\$	-
Property insurance	\$	-
Loan interest payments	\$	-
SUBTOTAL	\$	-
<u>Resale</u>		
Target sale price		CMA of property
Real estate commission	\$	-
Closing costs to buyer	\$	-
Loan pay-off	\$	-
Pro-rated taxes	\$	-
Liens	\$	-
Attorney fee	\$	-
Excise tax	\$	-
Overnight mail fee	\$	-
SUBTOTAL	\$	-
NOT included in Development Costs		
<u>Development</u>		
Development fee	\$	-
		max 15% of sales price
TOTAL DEVELOPMENT COSTS		\$ -
	Sale proceeds	\$ -
	Community Parters Loan Pool	\$ -
	Cost to Buyer	\$ -
NET COSTS - CITY OF GREENSBORO		\$ -

SAMPLE MATERIALS DESCRIPTION FORM

Lot Number/Address: _____ Builder: _____
 Plan Name/Number: _____

Please include pertinent information or samples relating to the exterior features, such as photographs or cut sheets of the proposed window and door types, exterior light fixtures, etc. Identify all of the proposed materials as noted below. If any of these items vary from The Ole Asheboro Architectural Standards (Attachment F), samples must be provided.

<u>Exterior Features</u>	<u>Finish</u>	<u>Description/Manufacturer</u>
Balcony/Porch/Deck:		
Railings:		
Chimney:		
Door & Trim:		
Main Entrance: _____		
Other Facing Street		
Other:		
Driveway:		
Entry Walk:		
Fascia:		
Foundation:		
Garage Door:		
Gates:		
Gutters:		
Exterior Lighting:		
Foundation Wall Brick:		
Planters:		
Roofing:		
Screening:		
Shutters:		
Siding:		
Soffit:		
Walls:		
Windows:		
Window Trim: / Base Trim		
Other:		
Flooring		
Lighting:		
HVAC:		
Plumbing:		
Clearing:		
Insulation:		
Electrical:		
Cabinets:		
Appliances:		
Landscaping:		

Submitted by: _____

Date: _____

Name of Prime Contractor: _____ Project Name: _____

The Bidder/Participant must indicate all subcontracts (M/WBE & NON-M/WBE) it intends to utilize as follows:

MBE	WBE	NON M/WBE	Subcontractor Name & County**	Nature of Work to be Performed	% Utilization
<i>**Only M/WBE firms that are certified by the North Carolina Department of Administration or the North Carolina Department of Transportation and have a significant business presence within the Greensboro MSA (Guilford, Randolph, Rockingham, Forsyth, Stokes, Davie, Yadkin, Davidson, Alamance and Surry Counties) will be counted towards the M/WBE goal(s).</i>				Total NON-M/WBE Utilization Commitment	
				Total MBE Utilization Commitment	
				Total WBE Utilization Commitment	

(Submit Additional pages, if necessary)

Pursuant to “Special Instructions to Bidders Regarding Compliance with the City of Greensboro Minority and Women Business Enterprise (MWBE) Program Policies”, the Bidder certifies that the above Minority/Women-owned Business Enterprise(s) was (were) contacted in good faith.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith.

SEAL

Date: _____ Name of Authorized Officer: _____

Signature: _____ Title: _____

State of _____ County of _____

Notary Public _____ My commission expires: _____

Statement of Intent to Perform Work without Subcontracting

We, _____, hereby certify that it is our intent to perform 100% of the work required for the _____ Contract.
(Name of Project & Contract Number)

In making this certification, the Bidder, pursuant to Item VIII, Section B, states the following:

1. That it is a normal business practice of the Bidder to perform all elements of this type of contract with its own work forces without use of subcontractors.
2. That if it should become necessary to subcontract some portion of the work at a later date, the Bidder will notify the City of Greensboro and institute good faith efforts to comply with all requirements of the M/WBE program in providing equal opportunities to M/WBE firms to subcontract the work.
3. That the Bidder will provide equal opportunity for M/WBEs to participate in significant material supplier opportunities available under the prime contract and to document good faith efforts as required herein.

Accompanying this certification the undersigned shall provide conclusive documentation which serves to verify that it is, and has been, a normal business practice for the indicated firm to perform all elements of this type of contract with its own workforce and without the use of subcontractors. The documentation must demonstrate that the firm has sufficient employees, equipment, and bonding to perform the entire contract without the use of subcontractors and that it has previously performed contracts of similar scope and comparable cost without the use of subcontractors.

Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder to the commitment herein set forth. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

	Date: _____ Name of Authorized Officer: _____ Signature: _____ Title: _____ State of _____ County of _____ Notary Public _____ My commission expires: _____
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Damage Path of the April 15, 2018 Tornado in Greensboro

