**HOUSING AUTHORITY OF THE CITY OF**

**WILMINGTON, NORTH CAROLINA**

**(WHA)**

***Re-Bid Request for Proposal (RFP)***

**SOLICITATION NO: WHA23.04**

**VACANT UNIT TURN SERVICES**

**(25 UNITS AUTHORITY-WIDE)**

**Request for Proposals**

**Issued: June 7, 2023**

**Date Due: June 21, 2023**

**Time Due: 4:00 p.m. EDT**

**Prepared By:**

**Housing Authority of the City of Wilmington**

**Procurement Department**

**1524 S. 16th Street**

**Wilmington, NC 28401**

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HOUSING AUTHORITY OF THE CITY

OF WILMINGTON NORTH CAROLINA

REQUEST FOR PROPOSALS

**VACATED UNIT TURN SERVICES (25 UNITS AUTHORTY-WIDE)**

The Housing Authority of the City of Wilmington North Carolina (“WHA” or “the Authority” is inviting proposals from qualified professional services firms for **Vacated Unit Turn Services (25 Units Authority-Wide).**

RFP packets may be picked up beginning Thursday, June 8, 2023, between 8:00 a.m. and 4:00 p.m., Monday through Friday at the Authority’s Central Office at 1524 S. 16th Street, Wilmington, North Carolina. There will be a $15.00 charge for each copy. Questions will be due by June 13, 2023, at noon, and answered by June 14, 2023. Please note that WHA offices will be closed 6/16/2023.

Interested Firms may request, by phone, letter, or email, an RFP packet, which contains a description of the services required, by contacting Chauntrell Burns, VP of Procurement, at cburns@wha.net. Technical questions should be directed to John Batey, SVP of Operations & Development, at jbatey@wha.net.

Proposals shall be received in a sealed envelope and will be accepted until 4:00 p.m. on June 21, 2023. Proposals shall be kept confidential.

There will be one or more contracts awarded to the most responsive and responsible proposal(s), which in the judgment of WHA best meets the objectives of the Housing Authority.

 WHA reserves the right to interview the competitive range if such a process proves necessary.

WHA reserves the right to reject any proposal(s) and/or waive any informality in the solicitation process. The proposal(s) will not be available for public review until the contract has been awarded.

WHA does not discriminate on the basis of race, sex, age, color, national origin, religion, or disability in its employment opportunities, programs, services, or activities.

The Award may be made to one, multiples or none.

REQUEST FOR PROPOSALSS

WILMINGTON HOUSING AUTHORITY

1. **PURPOSE**

The Housing Authority of the City of Wilmington, North Carolina (“WHA” or “the Authority”) is inviting proposals from qualified professional services firms with specific expertise in **Vacated Unit Turn Services.** The contract period begins with an award letter for 1 year and 25 Units, with an option to extend it for up to two additional years and up to 50 additional Units.

The intent of this Request for Proposals (RFP) is to provide **Vacated Unit Turn Services** to twenty-five (25) of WHA’s owned and managed residential units. The purpose of this RFP is to solicit meaningful proposals so that WHA may select from among a range of proposals that the firm feels best meets its needs and requirements.

Any Small Disadvantaged Business Concern (SDBC) proposer should state such status specifically. Proposals from small business enterprises, women’s business enterprises, and minority business enterprises are encouraged.

2. **BACKGROUND**

WHA is a body corporate and politic, and is governed by the U. S. Housing Act of 1937, as amended, and subject to regulations under Title 24 of the Code of Federal Regulations. Chartered in 1938, WHA was the first housing authority in North Carolina.

WHA is an equal opportunity housing organization dedicated to enhancing the quality of life for public housing residents and Housing Choice Voucher clients by providing and/or subsidizing attractive, secure, affordable housing units. In addition, WHA works to ensure its homeownership; economic development and community supportive service programs are designed and administered in a manner which enables clients to achieve a higher level of economic and social self-sufficiency. A nine-member Board of Commissioners appointed by the Mayor of the City of Wilmington, N.C. sets policy for the Authority.

3. **OPERATIONS**

WHA is funded through a variety of federal, state and local sources, with the United States Department of Housing and Urban Development being the primary funding agency.

**Statement of Work (SOW)**

**Vacated Unit Turn Services (25 Units Authority-Wide)**

 **Overview**: Twenty-five (25) vacated apartments in the Wilmington Housing Authorities developments are in need of cleaning, refreshing, and painting. The statement of work will outline what is needed for these units, which are located across WHA’s residential developments.

**General Conditions:**

1. Installation shall comply with all local, state, and national codes. Contractor is responsible for all permits and inspections. ***Contractor shall provide the materials, perform all work, conduct all tests, and pay all costs and fees necessary to make the apartment ready for use by the owner***. It is understood that these specifications shall be fulfilled in their true spirit and intent so that any minor materials or devices essential to proper or convenient operation, required or implied, shall be supplied and installed by the contractor without extra charge, even though not specifically spelled out.
2. The contractor will be responsible for notifying the property manager when entering and exiting the development daily.
3. It is the responsibility of the contractor to ensure that all safety practices are followed.
4. Warranty/Guarantee: All equipment, materials, and installation shall be guaranteed to be free from defects for a period of 1 year after final acceptance of work or in accordance with a standard guarantee.
5. **Contractor will be fined $50.00 per day for every day over the agreed upon completion date.**

**DESCRIPTION OF CLEANING SERVICES:**

1. Sweep & mop all hard surface floors.
2. Vacuum and shampoo all carpeted floors where applicable.
3. Clean all Kitchens including:
* Clean kitchen sinks
* Degrease and clean stovetops, ovens and range hood.
* Degrease all walls when applicable
* Deep clean and sanitize refrigerator & freezer inside and out.
* Deep clean all cabinets inside and out.
* Clean all pantry areas
1. Wash all baseboards throughout Apartment.
2. Clean all light fixtures inside and outside the apartment.
3. Wash all receptacle covers.
4. Clean & sanitize all bathrooms: Including
* Toilets
* Toilet seats
* Vanities (Inside & Out)
* Mirrors
* Tubs/showers (Including Surrounds)
* Flooring
* Exhaust fans
* Windows
1. Clean all blinds throughout unit.
2. Replace blinds when broken or missing
3. Clean all windows inside and out
4. Clean all HVAC vents throughout unit. (Including HVAC Mechanical Closets)
5. Strip all waxed surfaced floors & apply four (4) coats of high-quality wax.
6. Remove and dispose of all trash and unclaimed personal property from unit
7. Clean front and back porches.
* Sweeping front and back stoops
* Washing walls of any dirt on the front and back porches
* Wash the screen doors
* Wash the front and back doors
* Wipe down all soffits on the front and back porches
* Sweep out all storage units.

DESCRIPTION OF PAINTING SERVICES:

1. The contractor will smooth, paint and make any minor repairs to the interior walls and ceiling in the apartment after WHA staff has prepared the apartment for painting.
2. The contractor will paint the apartment with the designated color paint for the selected property. Contractor will verify designated color paint for each property with WHA prior to painting.
3. Price with contractor providing paint. Sherwin Williams Promar 200 Interior Latex.
4. The contractor will cover and lay down tarps throughout the apartment to prevent any paint spilling on the property/and or residents furniture/clothing.
5. The contractor will not paint over any light, light switch or electrical outlet.
6. The contractor will not pour or empty any paint in the drain lines of the apartment(s). There will be no cleaning of painting equipment on site.
7. The Contractor will apply (1) coat of primer and (2) two coats of paint to all walls in the apartment as needed.
8. The contractor will cut in the ceilings, trim the doors, stairwells, cabinets and base boards.
9. The contractor will paint all ceilings, trimming of doors, base boards, and stairwells in color designated by WHA.
10. The contractor will be responsible for painting all walls to a smooth finish. The contractor will remove any excess paint from the apartment.
11. The contractor will repair any drywall damage and texture to match existing finish less than one square foot.
12. Holes over one square foot will be reported to WHA upon discovery.
13. The contractor will have a maximum of three (3) days to paint the apartment. If the contractor is given more than one apartment in a day, the number of apartments given must be completed within the three-day period.
14. The contractor will have (1) one day to paint a studio and (1) one day to paint a one-bedroom apartment, (2) two days to paint a 2 & 3 bedroom apartment and (3) days to paint a 4 & 5 bedroom apartment.
15. May need multiple contractors to complete painting units in the above-mentioned time. Multiple contracts may be awarded.

**CONTRACTOR RESPONSIBILITES**

1. The contractor will only work between the hours of 8:00am – 4:30pm Monday thru Friday, unless otherwise arranged.
2. The contractor will check in with the property manager when entering the property and the property manager’s or WHA site staff will let the contractor in the apartment.
3. The contractor will clean the work area and notify the property manager or site personnel to lock the apartment before the contractor departs the apartment by 4:30pm.
4. The contractor will contact the property manager after each apartment is completed for an inspection of the apartment. The contractor and property manager will ensure that all work is completed so the contractor can be paid for that apartment.
5. The contractor will present an invoice for the work rendered after the apartment(s) have / has been painted and inspected by WHA staff and all corrections made.
6. The contractor will be responsible for all safety regulations and comply with all OSHA, state and local regulations.
7. The contractor will ensure that all safety practices are performed while on the development.
8. The contractor will contact the project manager before working on anything not stated in this statement of work or the Task Order.
9. There may be units that don’t require complete painting.

WHA Responsibilities:

1. WHA staff to move stove and refrigerator away from wall before the contractor paints unit.
2. WHA staff will ensure all pictures/items are removed from walls and have furniture moved away from wall before the contractor paints an occupied unit.

**End of Statement**

**WILMINGTON HOUSING AUTHORITY (WHA) PROPERTIES**

**NUMBER OF BEDROOOMS/ BATHS & RANGE OF SQUARE FOOTAGE**

**# BEDROOMS / BATHS SQ. FT. RANGE PER UNIT EST. LABOR & MATERIALS COST**

 0 bedroom units / 1 bath 437-460 \_\_\_\_\_\_\_\_\_\_

 1-bedroom units / 1 bath 521-624 \_\_\_\_\_\_\_\_\_\_

 2-bedroom units / 1-2 bath 668-866 \_\_\_\_\_\_\_\_\_\_

 3-bedroom units/ 1-2 bath 888-1360 \_\_\_\_\_\_\_\_\_\_

 4-bedroom units/ 1.5-2 bath 1243-1525 \_\_\_\_\_\_\_\_\_\_\_

 5-bedroom units / 2 bath 1508 \_\_\_\_\_\_\_\_\_\_\_

**SUBMISSION OF PROPOSALS**

A. The proposal must be for the entire scope of the requirements stated in the Scope of Work. The proposal should be in one bound document, with 5 bound (or stapled) copies included.

B. The proposal must contain specific information in the following format:

1. Title page including the firm’s name, address, phone and fax numbers, contact

person, date of the proposal.

 2. Table of Contents.

 3. Description of your firm as to size and organization.

4. A listing of the most significant engagements (maximum of five) performed in the

last five years that are similar to this engagement described in this request. Indicate the scope of work, date.

5. Qualifications of staff members to be assigned to the WHA, their position in the

 firm.

6. Estimated cost per unit based upon the aforementioned unit BR/BA counts and square footage range.

All proposals must be submitted to:

**Chauntrell Burns, Vice President of Procurement**

**The Housing Authority of the City of Wilmington, NC**

**1524 S. 16th Street**

**Wilmington, NC 28401**

One bound document with 5 bound (or stapled) copies of the proposal must be placed in a sealed envelope clearly marked “Vacancy Unit Turns.” The proposals must be in our office no later than 4:00 p.m. EDT, Wednesday, June 21, 2023.

Proposals sent by U. S. Mail, Overnight Delivery, Federal Express, or similar carriers should be packaged and addressed and marked as above, in a sealed envelope inside the courier’s envelope. Proposals received prior to the time set forth in the above paragraph will be kept unopened until the time set for opening. Proposals received after the date and time noted above will not be considered. The proposer alone is responsible for the timely delivery of all proposals. WHA will not be held responsible for late proposals.

You may contact Chauntrell Burns, at (910) 341-7700, extension 247 regarding the submittal process, and John Batey, at (910) 341-7700, extension 233 regarding technical aspects of the project.

The RFP for Vacancy Unit Turn Services is available for review on Thursday, June 8, 2023, the Authority’s website,[www.wha.net](http://www.wha.net) or at the office at 1524 S. 16th Street Monday through Friday between 8:00 and 4:30 EDT regular business hours. Please note that WHA offices will be closed 6/16/2023.

WHA reserves the right to reject all proposals and to waive any informality in the proposal process. Solicitation of the Request for Proposals does not commit WHA to pay any cost incurred in the preparation of the proposal.

 **LENGTH OF CONTRACT/CONTRACT DEVELOPMENT/TERMS AND CONDITIONS**

1. Upon selection of a qualified team through the RFP process, WHA shall enter into a contract for services (based on an approved scope of services and budget) with the selected firm(s) on terms and conditions acceptable to WHA. Until execution of a contract, WHA reserves the right to cease negotiations and to start the RFP process again. Submissions will be held in confidence and not released in any manner until after the award of contract(s).

C. The successful bidder(s) shall furnish proof of insurance to the Authority including the type and amount for coverage specified below before beginning work:

 1. Workers’ Compensation as required by law

 2. General Liability Insurance $1,000,000.00

D. The successful bidder(s) shall indemnify and hold harmless from any liability whatsoever; including wrongful death, based or asserted upon any act or omission of the bidder, its employees, sub-contractors and agents relating to or in any way connected with the accomplishment of the work or performance of service under this agreement. As part of the forgoing indemnity the successful bidder(s) agrees to protect and defend at its own expense, including attorney fees, the Authority, its officers, agents, and employees in any legal action based upon any alleged acts or omission.

E. The successful bidder(s) and its agents, servants and employees shall act at all times in an independent capacity during the term of the agreement and in the performance of the services to be rendered there under, and shall not act as, and shall not be, and shall not in any manner be considered to be agents, officers or employees of WHA.

F. The successful bidder(s) shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sexual orientation, physical handicap, medical condition, marital status or sex in the performance of the contract, and, to the extent they shall be found to be applicable thereto, shall comply with the provisions of the Fair Employment Practices Act and the Federal Civil Rights Act of 1964.

G. At the option of the Authority, finalists may be selected for a best and final round of negotiations; however, vendors are encouraged to present their best offers with their initial submission.

H. WHA reserves the right to bring in any or all respondents to the RFP for an interview.

1. The Authority reserves the right to accept or reject any and all proposals. In addition to other factors, the proposals will be evaluated on the basis of advantages and disadvantages to WHA that might result from the award of more than one contract. WHA reserves the right to make a contract award based solely upon the proposals, or to negotiate further with one or more vendors. The vendor(s) selected for the award will be chosen on the basis of greatest benefit to WHA, and not necessarily on the basis of lowest pricing. Nothing contained herein shall require WHA to enter into exclusive negotiations and the WHA reserves the right to amend, alter and revise its own criteria in the selection of a respondent without notice.

J. Neither the agreement, nor any part thereof, shall be assigned by the successful bidder(s) without the prior written consent of WHA.

K. The Equity Provider, as well as NCHFA may be a part of the approval of award to process.

 **TERMINATION CLAUSE**

WHA reserves the right to reject any and all submittals (to take exception to these Request for Proposals specifications) or to waive minor irregularities in any submittal, to issue additional RFP’s and to either substantially modify or terminate the Project at any time prior to final execution of a contract.

WHA will reject the proposal of any respondent who is debarred by the U. S. Department of Housing and Urban Development providing services to public housing authorities, and reserves the right to reject the proposal of any respondent who has previously failed to perform any contract properly for any purchaser, or to complete on time, contracts of a similar nature, who is not in the position to perform the contract, or who has neglected the payment of bills or otherwise disregarded it obligations to clients, purchasers, subcontractors, material men, or employees. Each firm must complete “Certification Regarding Debarment and Suspension”

**EVALUATION**

**A. Process**

A team of reviewers will rate proposals. If negotiations are not completed with the top ranked team, negotiations may proceed with the next most qualified responsible & responsive bidder.

**B. Evaluation and Selection Criteria**

Evaluation Criteria

Proposals will be evaluated using five (5) categories listed below: The evaluation criteria for the award of the contract will be weighted according to the points assigned to each category. The following represent the principal selection criteria, which will be considered during the evaluation process.

Construction / Renovation Experience - 25 points

Applicants will be evaluated based on the extent of the organization’s construction / renovation experience. Greater weight will be given to experience with residential renovations of housing projects of at least 4 units and with experience over 5 years.

Contractor understanding of Services - 25 points

Applicants will be evaluated on the extent of their project understanding, especially pertaining to the goals of providing the highest quality within the timeframe and budget specified. This will be demonstrated through the plan for execution.

 Personnel Expertise -25 points

Applicants will be evaluated on the number of available personnel and the extent of their personnel’s ability to execute the plan as evidenced by the Statement of Work, experience in the field and of tradesmen on crew.

Readiness to Proceed - 15 points

Applicants will be evaluated on their ability to begin the project in a timely manner as

demonstrated by the Project Development Schedule. Contractor to explain flexibility of calendar, availability and notice required.

 References – 10 points

Verifiable references to like work in the area.

Proposals will be ranked based upon the merits of the written proposal and the qualifications and experience of the firm or consultant team. Each reviewer will award a score based on a 100 point total as follows:

 **Evaluation Criteria**

|  |  |  |
| --- | --- | --- |
|  | **CRITERIA** | PERCENT |
| 1. | Construction / renovation experience | 25 % |
| 2. | Understanding of Services | 25% |
| 3. | Personnel Expertise | 25% |
| 4 | Readiness to Proceed | 15% |
| 5. | References | 10% |

* Debarment Statement Yes \_\_ No \_\_
* Minority/Women Business Enterprise Yes \_\_ No \_\_
* Section 3 Certification Yes \_\_ No \_\_
* Evidence of Insurance Yes \_\_ No \_\_
* Equal Employment Opportunity Certification Yes \_\_ No \_\_

WHA reaffirms its right to make any selection it deems prudent, and responding firms or individual participants acknowledge through their participation that such selection is not subject to protest or contest.

 **REQUEST FOR PROPOSALS CHECKLIST**

This checklist must be completed and submitted with your proposal.

A. Five bound (or stapled) copies of the proposal \_\_\_\_\_\_

B. Equal Employment Opportunity Certification (signed) \_\_\_\_\_\_

C. “Certifications and Representations of Offerors, Non-Construction

 Contract” for (signed) \_\_\_\_\_\_

D. Section 3 Certification (signed) \_\_\_\_\_\_

E. References \_\_\_\_\_\_

Submitted by:

|  |  |
| --- | --- |
| Company Name |  |
| Address |  |
| City/State/Zip |  |
| Phone |  |
| Fax |  |
| Authorized Signature |  |
| Authorized Personnel(please print) |  |
| Date |  |

***REFERENCES***

**CURRENT CLIENT REFERENCES (REQUIRED) – WHA23.04- Vacated Unit Turn Services (25 Units Authority-Wide)**

*Company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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*City, ST, Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Fax/Phone/Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Contact Name/Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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*City, ST, Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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*Contact Name/Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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*City, ST, Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Fax/Phone/Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Contact Name/Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Type of Engagement\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Contract for Service**

 **(Contract No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**

This **Contract for \_\_\_\_\_\_\_\_\_\_\_\_\_**(the “Contract”) made this the ***\_\_\_\_\_\_***day of**\_\_\_\_\_\_\_\_, \_\_\_\_\_\_** by and between the HOUSING AUTHORITY OF THE CITY OF WILMINGTON, NORTH CAROLINA (the “Authority”), whose address is 1524 S. 16th Street, Wilmington, North Carolina and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(“Contractor”) whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Recitals**

WHEREAS, the Authority is a public body and body corporate and politic organized under the laws of the State of North Carolina;

WHEREAS, the Authority has selected the Contractor to perform the services describe in this Contract in accordance with the Authority’s procurement policy;

WHEREAS, the Contractor has the knowledge and experience required to fully perform the scope of work herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good valuable consideration hereby acknowledged, the parties hereto agree as follows:

Section 1. Contract Performance

The Contractor shall perform all tasks set forth in the "Statement of Work” attached as contractor agreement.

Section 2. Statement of Work

The Contractor shall furnish all labor, material, tools, equipment, transportation, supervision and related services to perform and complete all work required under this Contract. All work shall be in strict conformance with the Contract.

In its performance of the work under the Contract, the Contractor shall perform all work in a prompt and efficient manner, as well as use its best efforts to minimize disturbance to residents at the Authority’s premises.

Section 3. Changes

The Authority may at any time, by written order, and without notice to the sureties, if any, make changes within the scope of the Contract including the Scope of Work and Project Manual in the services to be performed or supplies to be delivered by the Contractor.

If any such change causes an increase or decrease in the hourly rate or the time required for performance of any part of the work under the Contract, or otherwise affects the conditions under which the Contract shall be performed by the Contractor, the Authority shall make an equitable adjustment in the hourly rate, the delivery schedule, or other affected terms, and shall modify the Contract accordingly.

The Contractor must assert its right to an equitable adjustment under this Section within thirty (30) days from the date of receipt of the written order for change. However, if the Authority decides that the facts justify it, the Authority may receive and act upon a proposal submitted before final payment of the contract.

Failure to agree to any adjustment shall be a dispute which shall be resolved under Section 18. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the Authority.

If the contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of the contract, the contractor shall pay to the Authority liquidated damages in the sum of **$50.00** per day for each day of delay within the Contractor’s control

Disputes: Failure to complete the project, or any part thereof, on a specified date or dates shall not form a basis for a contractor claim for extra for extra compensation. No claims by a contractor for extra compensation or adjustments will be allowed on account of deletions of work items or delay or failure of others to complete work.

Default: If the Authority deems it inexpedient to require the Contractor to correct work injured or not done in accordance with the contract, an equitable deduction from the contract price shall be made by agreement between the contractor and the Authority subject to prior approval of HUD and subject to settlement in case of dispute, as herein provided.

Section 4. Contract Price

Prices for the Contract shall be as follows:

The maximum amount of compensation under this contract shall not exceed \_\_\_\_\_\_\_\_\_ for the original scope of work (25 Units). Additional compensation shall be provided in the event of any contract extensions for additional Units.

Section 5. Contract Term

The Contract shall commence **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**and end on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** with an option exercisable by the Authority to extend the contract for two (2) additional one (1) year periods, unless terminated sooner by either party in accordance with the provisions of the Contract. The contractor will be notified by letter if an extension is granted.

After the Contract has been executed by the Authority and delivered to the Contractor, the Contractor shall deliver a fully executed original of the Contract to the Authority no later than five (5) days after delivery by the Authority. If the fully executed original Contract is not delivered to the Authority within the time specified above, the Authority may in its discretion cancel the award and nullify the Contract.

Section 6. Insurance Requirements

Before work begins, the Contractor shall procure from a reputable insurance company authorized to do business in the State of North Carolina the following insurance policies that provide (at a minimum) the following coverage:

1. **Commercial General Liability** ‑ $1,000,000 per occurrence combined single limit with a $2,000,000 annual aggregate for bodily injury liability and property damage liability, including premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and commercial umbrella coverage, and a contractual liability endorsement.
2. **Commercial Auto Policy** ‑ $1,000,000 each occurrence combined for bodily injury liability and property damage liability, including owned vehicles, hired and non‑owned vehicles, and employee non-ownership.
3. **Worker's Compensation and Employers' Liability** – coverage for all employees to the statutory limits in compliance with state and federal law; employer's liability of $500,000 each accident; $500,000 bodily injury by disease each employee; $500,000 bodily injury by disease policy limit.
4. **Errors & Omissions**  $1,000,000.00 each occurrence. (**Not Applicable**)

The Authority shall be named as an additional insurer on the contractor’s commercial general liability and business auto liability. Current, valid insurance meeting the requirements shall be maintained during the entire duration of the Contract. Renewal certificates shall be sent to the Authority thirty (30) days prior to any expiration date. The Authority shall be provided written notification in the event of cancellation or modification by either Contractor or Contractor's insurer of any coverage required under the Contract no less than thirty (30) days prior to such cancellation or modification.

The Contractor shall furnish the Authority with a Certificate(s) of Insurance evidencing the coverage required hereunder. It shall be unacceptable for any Certificate of Insurance to contain language or wording to the effect that the insurer shall have no liability for failure to provide the prior notices required hereunder.

It shall be the responsibility of the Contractor to ensure that any agreements between Contractor and sub‑contractors contain the same insurance requirements as set forth in the Contract.

Section 7. Payment and Performance Bonds Requirements, if applicable.

The Contractor shall provide to the Authority payment and performance bonds naming the Authority as a dual oblige in an amount not less than the full value of the Contract. The Contractor shall not have done or permitted anything to be done that would affect the coverage of any performance or labor and material payment bonds required by the terms of the Contract and, upon demand of the Authority, the Contractor shall have obtained a written statement from the bonding company or companies assuring that such coverage continues in full force and effect.

Section 8. Billing and Payment

The Contractor shall submit an original copy of each invoice (sample Exhibit H) containing contract number, location and signature of property manager to insure all work has been performed as requested, to the Authority at 1524 S. 16th Street, Wilmington, N.C 28401, Attn: Accounts Payable. The Authority shall pay the Contractor within 30 calendar days following receipt of an acceptable invoice. The Authority is not responsible for any equipment on site.

Section 9. License

During the term of the Contract, the Contractor shall maintain the proper license(s) under applicable state and local laws as required by the Authority, to perform all work under the Contract.

Section 10. Termination for Convenience

The Authority may terminate the Contract, in whole or in part, for the Authority's convenience. The Authority shall terminate by delivering to the Contractor a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (a) immediately discontinue all services affected (unless the notice directs otherwise); and (b) deliver to the Authority all information, reports, papers, and other materials accumulated or generated in performing the Contract, whether completed or in process.

Upon termination for the convenience by the Authority, the Authority shall be liable to the Contractor for reasonable and proper costs resulting from such termination (and upon the receipt by the Authority of a properly presented claim setting out in detail) including: (i) the total cost of the work performed to date of termination; (ii) the cost of settling and paying claims under subcontracts and material orders for any work performed and materials and supplies delivered to the site, payment for which has not been made by the Authority to the Contractor; (iii) the cost of preserving and protecting the work already performed (provided that such work was approved by the Authority), until the Authority or a party designated by the Authority takes possession thereof or assumes responsibility therefore.

Section 11. Termination for Cause

The Authority may terminate the Contract, in whole or in part, for cause. “Cause” shall include, but not be limited to: (a) failure of the Contractor to fulfill its obligations under the Contract; (b) falsification by any officer, employee or agent of the Contractor of any document or information submitted by the Contractor past or present in connection with the subject matter of the Contract; (c) Contractor's bankruptcy, insolvency, assignment for the benefit of creditors, marshalling of assets, or other such events; or (d) occurrences reasonably justifying the Authority's opinion that the Contractor is about to become unable to meet its obligations under the Contract.

The Authority shall terminate the Contractor for cause by delivering to the Contractor a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the Authority all information, reports, papers, and other materials accumulated or generated in performing the Contract, whether completed or in process.

If the termination is for cause, the Authority may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the Authority, any work as described in Subsection 11. (ii) above, and compensation be determined in accordance with the provisions set forth in Section 3 above; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the Authority; and/or (3) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the Authority by the Contractor.

Section 12. Reports and Records

The Contractor shall provide all reports pertaining to its performance of the Contract reasonably required by the Authority.

The Authority, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment under the Contract, be provided access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section 13. Assignment

The Contractor shall not assign or otherwise transfer any of its obligations or interest under the Contract without the prior written consent of the Authority.

 Section 14. Equal Opportunity

The Contractor shall comply with the provisions of any federal, state, or local laws prohibiting discrimination on the grounds of race, color, sex, age, creed, national origin, marital status or handicap, including Title VI of the Civil Rights Act of 1964 (Public Law 88352, 78 Stat. 241), Title VII of the Civil Rights Act of 1968 and Section 504 of the Rehabilitation Act of 1973.

 Section 15. Authority’s Waiver of Claim

In the event of the suspension or termination of the Contract, the Contractor shall remit to the Authority any unexpended balance of payments made by the Authority under this Agreement. The Authority's acceptance of the Contract remittance shall not constitute a waiver of any claim that the Authority might have against the Contractor.

Section 16. Indemnification

The Contractor shall protect, defend, indemnify and hold the Authority, its commissioners, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of the Contract and/or the performance hereunder that are due to the omission, negligence or action of the Contractor, its officers, employees, or agents. The Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

Section 17. Third Party Relationships

The Contract shall not be construed to create any relationship of third-party beneficiary involving the Authority. The Contractor shall include in all contracts, subcontracts, or other agreements with other parties relating to the Contract an acknowledgment by those parties that this Contract does not create any relationship of third-party beneficiary.

Section 18. Dispute Resolution

All disputes arising under or relating to the Contract in connection with the Contractor’s claims, except for disputes arising under provisions contained in Section II of the General Conditions for Non-Construction (Form HUD-5370-C) which is attached to the Contract as Exhibit G, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this Section.

All claims by the Contractor shall be made in writing and submitted to the Authority. A claim by the Authority against the Contractor shall be subject to a written decision by the Authority.

The Authority shall, with reasonable promptness, but in no event in no more than sixty (60) days, render a decision concerning any claim hereunder. Unless the Contractor, within thirty (30) days after receipt of the Authority's decision, shall notify the Authority in writing that it takes exception to such decision, the decision shall be final and conclusive.

Provided the Contractor has (i) given the notice within the time stated above, (ii) excepted its claim relating to such decision from the final release; and (iii) brought suit against the Authority not later than one (1) year after receipt of final payment, or if final payment has not been made, not later than one (1) year after the Contractor has had a reasonable time to respond to a written request by the Authority that it submit a final voucher and release, whichever is earlier, then the Authority 's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

The Contractor shall proceed diligently with performance of the Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the Contract, and comply with any decision of the Authority.

 Section 19. Notices, Demands, Approvals and Verifications.

All notices required to be given hereunder shall be in writing and shall be deemed served at the earlier of (i) receipt; (ii) the business day following deposit with a naturally recognized overnight courier service, postage prepaid for overnight delivery and addressed to the parties at their applicable addresses; or (iii) four (4) business days after deposit in registered, certified or first-class United States mail, postage pre-paid, return receipt requested and addressed to the parties at their applicable addresses. For purposes of notice, the following addresses, or such other addresses as may from time to time be designated by written notice given as herein required shall be the parties’ applicable addresses:

The Contractor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Authority:

Housing Authority of the City of Wilmington, North Carolina

1524 South 16 Street

Wilmington, NC 28402

Attention: CEO

Section 20. Section 3

The work performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1986, 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 person, particularly persons who are recipients of HUD assistance for housing.

The parties agree to comply with HUD regulations in 24 CFR part 135 which implement Section 3. As evidenced by its execution of the Contract, the Contractor certifies that it is under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

 Section 21. Independent Contractor

The Contractor agrees that it is an independent contractor, and this Agreement shall not be construed as establishing a joint venture, partnership, or, any principal‑agent relationship between the Authority and the Contractor. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation and any claims arising there from.

 Section 22. Compliance with Laws

The Contractor shall comply with all laws, ordinances, rules and regulations pertaining to performance of work under or in connection with the Contract, and shall hold the Authority harmless against any fine, penalty, or damage for any actual negligent failure on the part of the Contractor to comply therewith.

Section 23. Entire Agreement

The Contract constitutes the entire agreement between the Authority and the Contractor and supersedes all prior oral and written agreements, if any, between the part

Section 24. Contract Documents

The Contract shall consist of the following components which are incorporated herein by reference:

1. The Contractor’s Price Proposals Dated \_**\_\_\_\_\_\_\_\_\_\_\_\_**
2. Instructions to Bidders for Contract (Form HUD-5369) (Exhibit B)
3. Representations, Certifications and Other Statements of Bidders (Form HUD- 5369-A) (Exhibit C)
4. Certification Regarding Debarment and Suspension (Form HUD-2992) (Exhibit D)
5. Equal Employment Opportunity Certification (Form HUD-92010) (Exhibit E)
6. Section 3 Compliance Certification (Exhibit F)
7. General Conditions for Non-Construction (Form HUD-5370-C) (Exhibit G)
8. Sample Invoice (Exhibit H)

IN WITNESS WHEREOF, the parties thereto have caused this instrument to be executed in TWO (2) original counterparts as of the day and the year first above written.

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF WILMINGTON, NORTH CAROLINA

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

Tyrone Garret, CEO/ Contracting Officer

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

CONTRACTOR:

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

Name:

Title:

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

 **Exhibit A**

Instructions to Bidders for Contracts (Form HUD- 5369)

**Exhibit B**

Representations, Certifications and Other Statements of Bidders

(Form HUD- 5369-A)

**Exhibit C**

Certification Regarding Debarment and Suspension (Form HUD -2992)

 **Exhibit D**

Equal Employment Opportunity Certification (Form HUD- 92010)

 **Exhibit**

 General Conditions for Non-Construction Contracts (Form HUD-5370-EZ)

**Exhibit F**

 Section 3 Compliance

 **Exhibit H**

 Sample Invoice