

Hyde County Urgent Repair Program Procurement and Disbursement Policy

PROCUREMENT POLICY

To the maximum extent practical, Hyde County promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Urgent Repair Program (URP). Work under URP will be procured through private contractors (Section A), a combination of Hyde County staff and volunteer labor (Section B), and/or through the use of subcontractors for specialized trades (Section C), as described below. Hyde County will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool.

If deemed appropriate, Hyde County may use private contractors for jobs that are completed "turn-key" by the contractor, involving little or no staff or volunteer labor or Hyde County managed subcontractors. The majority of jobs, however, will be completed by a combination of staff, volunteer labor, and Hyde County managed subcontractors, who are used when special skills or licenses are needed to complete a portion of a job.

A. Private contractors

- A1. Bids are invited from contractors who are part of the Hyde County's approved contracted registry. (To be on the registry, a contractor must have their recent work inspected, reviewed and approved by Hyde County staff and submit proof of licensure (if needed) and insurance at the appropriate levels required by the Agency. Hyde County will make special efforts to include M/WBE businesses in this process.)
- A2. Three to six eligible contractors on the agency's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the Hyde County created estimate, and (c) there is no conflict of interest (real or apparent).
- A3. Although bid packages may be bundled for multiple job sites, the bids for

multiple job sites shall be considered separate and apart when awarded and shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidders for each job site.

- A4. Bid packages shall consist of an invitation to bid, work write-ups and bid sheets for each job.
- A5. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
- A6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of Hyde County. The change order must also detail any changes to the original contract price.
- A7. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor. In addition, a pre-construction conference and “walk through” shall be held at the worksite prior to commencement of repair work.
- A8. Hyde County reserves the right to reject any or all bids at anytime during the procurement process.
- A9. In the event of a true emergency situation, the agency reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids, and the like. Should such methods ever become necessary the transaction will be fully documented.
- A10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend.

B. Staff and Volunteer Labor

- B1. Hyde County is responsible for procuring all material under the Urgent Repair Program in a fair, open and competitive process.
- B2. Work write-ups on each job and cost estimates will be completed by Hyde County with materials broken down by line item. All URP work write-ups And cost estimates will be reviewed and approved by Hyde County’s Rehabilitation Administrator prior to the job being bid.
- B3. Five to ten local suppliers shall be invited to bid annually on a Hyde County developed materials list that includes a sample of typical materials used for jobs that involve staff and volunteers. Hyde County will make special efforts to include M/WBE businesses in this process. Hyde County will select three to seven suppliers that can be used over the course of the year. The lowest responsive and responsible suppliers shall be selected. “Responsive and

Responsible” means (a) the supplier is deemed able to complete the material request in a timely fashion, (b) the bid is within 15%, in either direction, of what Hyde County has estimated the materials to cost, (c) there is no conflict of interest (real or apparent), and (d) the supplier agrees to B4 as stated below.

- B4. Hyde County will establish an account with the selected suppliers and detail all requested materials by unit. The supplier will bill Hyde County directly.
- B5. Hyde County staff will be responsible for signing for all material receipts from the suppliers and maintaining itemized materials invoices.
- B6. An itemized summary account will be supported by original source documentation such as itemized materials invoices in each client’s file.

C. Subcontractors

- C1. Hyde County is responsible for procuring all subcontracted services under the Urgent Repair Program in a fair, open and competitive process.
- C2. Hyde County will annually “refresh” it’s pool of subcontractors by inviting area subcontractors to submit a bid for a sample job. There will be a sample job for each of the major trades for which Hyde County needs to have a pool of subcontractors: plumbing, roofing, electrical, HVAC, gutters and insulation, masonry, concrete, tree trimming, and others as needed. The lowest two to five responsive and responsible suppliers shall be added to the agency’s pool for their specified trade. “Responsive and responsible” mean (a) the subcontractor is deemed able to respond to a work order in a timely fashion, (b) their bid is within 15%, in either direction, of what Hyde County has estimated the sample job to cost, and (c) there is no conflict of interest (real or apparent).
Subcontractors must also have recent work inspected, receive favorable references, from recent clients, submit proof of licensure (if needed) and insurance at the appropriate levels required by the agency, and not have a history of poor performance or responsiveness with Hyde County.
- C3. When it is determined that a particular job will require the use of a subcontractor, Hyde County will, at its discretion (based on availability of the subcontractor, demands of the job, and recent history of performance) select a subcontractor from the relevant pool to engage for the job. Identified subcontractors will be provided with detailed work write-ups on each job and must submit a similarly detailed cost estimate for each job. The subcontractor will bill Hyde County directly.
- C4. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two Hyde County staff members.
- C5. Hyde County reserves the right to reject any or all bids at any time during the procurement process.

DISBURSEMENT POLICY

1. All repair work must be inspected by Hyde County’s Home Repair Specialist, and the homeowner prior to any payments to contractors or subcontractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 25 business days for processing of the invoice for payment.

2. If any work is deemed unsatisfactory, it must be corrected prior to Authorization of payment. If the contractor fails to correct the work to the satisfaction of Hyde County’s Rehabilitation Staff, payment may be withheld until such time the work is satisfactorily completed. (Contractors may follow the Hyde County Urgent Repair Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy).

3. Hyde County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.

4. All contractors, subcontractors and suppliers must sign a lien waiver prior to disbursement of funds.

This Procurement and Disbursement Policy is adopted this _____ day of _____ 20_____.

Hyde County

BY: _____

Attested by: _____

CONTRACTORS STATEMENT:

I have read and understand the attached Procurement and Disbursement Policy.

BY: _____

COMPANY NAME: _____

WITNESS: _____