

TOWN *of*  
WAKE FOREST

**REQUEST FOR QUALIFICATIONS (RFQ #21-0003)**  
**for the**  
**TOWN OF WAKE FOREST HOUSING REHABILITATION PROGRAM**

**DATE ISSUED**  
**Tuesday, May 4, 2021**

**DUE DATE**  
**Monday, May 24, 2021**  
**2:00 p.m.**

**E-Mail Address Submittal (Preferred)**  
**asnyder@wakeforestnc.gov**

**Physical Acceptance Location**  
**Town of Wake Forest Town Hall**  
**Attn: Allison Snyder, Assistant Town Manager**  
**301 South Brooks Street, Second Floor**  
**Wake Forest, NC 27587-2901**

**Mailing Address**  
**Town of Wake Forest Town Hall**  
**Attn: Allison Snyder, Assistant Town Manager**  
**301 South Brooks Street**  
**Wake Forest, NC 27587-2901**

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## I. Notice

The Town of Wake Forest (as referred to as “the Town” or “Wake Forest”) is soliciting Request for Qualifications from agencies(s) qualified to provide professional services in its efforts to administer a housing rehabilitation program (as referred to as the “Program”) prioritizing the northeast quadrant of Town as listed in a recommendation of the [2007 Northeast Area Community Plan](#). The Town is soliciting proposals from agencies interested in the management of the program, client intake, inspections, bid specification and preparation, coordination of the bid process construction oversight, billings and closeouts.

All respondents to this Request for Qualifications (RFQ) are subject to the instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully.

## II. General Information

As the cost of housing continues to rise, the Town would like to help long-term residents stay rooted in their community. The Town proposes to assist qualified homeowners to perform necessary repairs on their homes to diminish substandard single-family housing, maintain and extend the life of existing naturally occurring affordable housing inventory, correct health and safety hazards, help seniors age in place, install measures for to help persons with disabilities, and improve the quality of life for the population of the Northeast area of Town. Geographic limits of the Program are described in [Section 4.7](#).

## III. Background

The Town is soliciting and accepting proposals from qualified, licensed and insured for profit affordable housing development agencies incorporated in the State of California, and nonprofit agencies incorporated in the State of North Carolina with a 501(c)(3) status demonstrating their qualifications, past performance and interest for the management of this Program, which would include marketing of the program, client intake, inspections, bid specification and preparation, coordination of the bid process, construction oversight, billings and closeouts. All proposals submitted in response to this solicitation must conform to all the required specifications outlined within this document and any designated attachments in its entirety.

## IV. Objective and Scope of Services

### 4.1 Program Objective

The Program proposes to assist qualified homeowners with performing necessary repairs on their homes to diminish substandard housing units, maintain and extend the life of existing housing inventory, correct health and safety hazards in deteriorated housing, and improve the quality of life and independence for the homeowner population of Wake Forest in the Northeast Community. See [Section 4.7](#) and [Appendix C](#) for the precise geographic area description. The successful proposer will manage the Program by doing the work in-house or hiring qualified contractors if necessary, to make the eligible repairs, defined below in [Section 4.3](#), to resident’s homes. The overall strategy should focus on eliminating safety hazards, removing constraints to mobility, reducing total household expenses, improving indoor air quality, reducing health hazards, and increasing comfort. The need

for more affordable and compatible housing was identified as an opportunity within the Northeast Community as part of the [2007 Northeast Area Plan](#) and ongoing work in the Town's affordable housing plan development asks for specific strategies in the Northeast Community.

#### 4.2 Funding and Contract Term

The funding for the Program will be financed using funds provided by the Town. The successful proposer may utilize additional funds if identified in their proposal. For year one (1), the proposer should expect to manage \$50,000 in the Program and complete work on four (4) homes. At the Town's discretion, additional funding may be added until Program funding is exhausted, or the contract term expires, whichever comes first. The initial program term will be one (1) year with the option for four (4) additional terms.

#### 4.3 Eligible Repairs

Eligible repairs are limited to those necessary for the health and safety of the occupants and other items necessary to bring the property into code compliance. The successful proposer shall decide as to whether a situation constitutes the existence of a health and safety hazard. Examples of repairs that will generally qualify are roof repair or replacement, heating, ventilating, and air-conditioning system repair or replacement, water heater replacement, and plumbing and electrical repair or replacement, repair or replacement of septic systems or wells, window and door replacement, lead-based, asbestos, and other hazardous material testing/abatement, and repair of crumbling foundations or support structures. Accessibility improvements, such as door widening, wheelchair ramps, or grab bar installation, will also generally qualify. Additional rehabilitation improvements may include clearance and demolition, repairs or improvements as required by the Town Minimum Housing Code that would be necessary to meet basic code compliance and/or correct an ongoing code violation. Fees originating from the rehabilitation improvements, (e.g. architectural and engineering, plan check, building permit, etc.) are also generally qualifying. More information can be found in the program guidelines listed in [Appendix A](#).

#### 4.4 Scope of Services

The Town is seeking proposals from qualified and licensed entities to provide the following detailed services:

- Conduct preliminary review of all applications, then forward preliminary approved or disapproved applications to Town staff for final review and approval or denial.
- Conduct marketing outreach of the Program to homeowners in the area.
- Accommodate the needs of non-English speaking applicants, applicants with disabilities, and ensuring equal access to services and written materials.
- Contact applicants to obtain any missing, incomplete, or outdated application documents.
- Conduct a detailed pre-inspection of the selected properties.
- Verify home ownership.
- Submit timely recommendations to the Town regarding eligibility and viability of each project application.
- Determine if the rehabilitation cost will be affected by a need to abate, encapsulate, or otherwise mitigate the presence of lead-based paint, asbestos or other hazardous material.
- Develop the scope of work for each individual project.
- Develop an initial cost estimate based on the scope of work in the approved application.
- Maintain a list of qualified contractors.
- Manage the competitive bid process to obtain contractors.

- Hold grant closing and contractor contract closings.
- Report and request funding from the Town as outlined in the Program Guidelines ([Appendix A](#))
- Manage, communicate, and present change orders to Town staff and other related parties.
- Monitor contractor's performance.
- Provide before and after pictures of each project in each home- with identifying features.
- Submit detailed invoices for fixed per unit Administrative Costs ([Section 4.8](#)).
- Act as a liaison between the contractor and homeowner.
- Submit monthly reports to the Town.
- Ensure all permits and licenses required for rehabilitation are secured and approved prior to starting the work. Ensure work is completed and inspected prior requesting payment from the Town.
- Other activities as required for Program efficiency and success.

#### 4.5 Knowledge:

The successful proposer should have the following industry knowledge:

- Federal, State, and local building codes, ordinances, and administrative orders applicable to building and construction trades related to residential rehabilitation and construction. The proposer should demonstrate relate experience in providing similar services in executing home repair programs.
- Prepare and interpret rehabilitation/improvement plans, specifications, and cost estimates.
- Lead-Based Paint regulations and requirements and asbestos recognition and remediation requirements, and other hazardous materials.

#### 4.6 Ability

The successful proposer should have the ability to:

- Interpret, explain and apply Federal, State and local building codes, ordinances and administrative orders applicable to the building and construction trades.
- Review and interpret rehabilitation bid proposals.
- Deal tactfully and effectively with homeowners, contractors, Town staff, and others during the course of the Program.
- Prepare and process documentation related to grant assistance.
- Communicate effectively both verbally and in writing.
- Ability to create accurate and timely project reports.

#### 4.7 Geographic Boundaries

The Northeast neighborhood is in the northeast quadrant of the Town and is comprised of over 300 acres of land that include more than 700 parcels. The Neighborhood is bordered by Wait avenue to the south, North White Street to the west and is close to the downtown area. The neighborhood has experienced disinvestment in recent years and the [2007 Northeast Area Plan](#) identified a need for reinvestment. All residential parcels within the area are eligible locations, except for land owned by Wake County Housing Authority. Future amendments to the program may include additional areas of Town.

#### 4.8 Administrative Costs

Proposer should include the needed agency fee in their submittal. Agency fee may include application fee and a markup of hard costs such as invoices and supplies needed to provide services. Hard costs should not include staff time for activities including, but not limited to organizing volunteers, processing paperwork, obtaining and hiring subcontractors and should include a not to exceed fee per project.

### **V. Content and Format of Proposal Package**

A selection committee will evaluate the submittals and may elect to select the most qualified agency based on the responses as submitted or elect to conduct interviews with multiple agencies prior to recommending an agency.

The submission shall be a maximum 20 pages front and back or 40 pages single-sided. Only digital Work Samples will be accepted. Submittals shall include the following:

#### 5.1 Letter of Interest

The letter of interest provided in the submission shall include the following:

- The name and address of the Agency and the state in which it is incorporated and chiefly located.
- The name and address of each sub-consultant and the state in which each agency is incorporated and chiefly located if sub-consultant is part of team.
- A brief description of the proposer (prime and sub-consultants, if applicable), and its interest in performing the required professional services.
- The name, address, phone and e-mail address of the designated contact for the proposer (prime consultant).
- A statement indicating any judgments against the proposer (prime, sub-consultants, and third-party consultants) within the last five (5) years, or pending litigation, related to professional conduct or services.
- All addenda to the RFQ document (each addendum must be identified), if applicable.
- Signature of a duly authorized official of the agency or other person fully authorized to act on behalf the agency or team.

#### 5.2 Agency and Staff Qualifications:

The submission shall include a general description of the Agency and its background as it relates to this project. Specific information regarding the agency and staff shall be submitted and include:

- Information regarding the firm's previous experience with similar or related projects, performed within the last five (5) years, including a brief description of these projects and project staffing.
- List of in-house staff or subcontractors license for the testing and abatement of lead-based paint, asbestos, and other hazardous materials.
- A current list of previously contracted subcontractors to be utilized on the Program, including their availability to work on the Town's Program during the August 2021 – June 2022 time period.
- An estimate of the number of future subcontractors needed, if not currently under contract, to complete the Town's Program and explain how and when they will be recruited and hired. All future Subcontractors must be approved by the Town and follow the provisions stated in this RFQ.

- Information demonstrating the Agency and staff capabilities to perform all aspects of this program.
- Information regarding the expertise and experience of staff person(s) to be assigned to work on the project. It should also contain specific proposed responsibilities of the project staff person(s).
- A description and organizational chart showing the structure of the proposer's team, inter-relationships, areas of responsibility and the names and current professional licenses of key personnel assigned to the project along with their areas of responsibility. Note that no substitutions to the proposed project team of the selected agency can be made without the prior written approval of the Town as noted in [Appendix A](#).
- Information on the current and projected workload of key staff to be assigned to this project, including level and magnitude of involvement.
- Three references including client name, address, contact person, telephone number, email, project start and end date as well as a project description. References should be for similar or related projects on which key staff that are proposed for this project have worked.
- The agency and staff qualification information for each sub-consultant, a description of the services the agency performed, as well as related projects and references, if sub-consultant is part of team.

#### 5.3 Project Approach

The submission shall include a response to each requirement in the [Section 5](#) and identify how the requirements will be met. Each response will also include, but is not limited to, a detailed statement of how the submitting agency intends to approach the work required. Approach should include experience with local, state, and federal guidelines, grants and building codes as well as experience in similar jurisdiction.

#### 5.4 Exclusions & Additional Services

The Agency must include proposed exclusion or additions to the Guidelines listed in [Appendix A](#) or within this RFQ. Provide specific details and the reasoning behind the exclusion or additional services such as community kick off events or assisting residents with applications.

#### 5.5 Agency Capacity

The submission shall demonstrate how the agency will manage its responsibilities and the Program and provide examples of work performed in a similar capacity in the past. At minimum, the Agency should describe five (5) projects of a similar nature that have been completed in the past.

#### 5.6 Administrative Fees

The submission shall include administrative fees needed to run the program.

#### 5.7 W-9 Forms

Include a completed W-9 form and completed [New Vendor Forms](#) with the proposal.

## VI. Submittal Process Details

Agency selection will be based on the letter of interest, agency capacity, program approach and program understanding, administrative fees, and experience in compatible jurisdictions.

The Town of Wake Forest reserves the right to reject any responses to this RFQ that do not comply with the content and format of proposal requirements. The Town can also conduct discussions with any or all respondents. The Town accepts no financial responsibility for any costs or expenses incurred by any agency in responding to this RFQ. All submissions may be kept by the Town and may be disclosed to third parties at the Town's discretion.

## VII. Questions and Clarifications

All questions shall be submitted to Allison Snyder, Assistant Town Manager, via email (asnyder@wakeforestnc.gov), no later than **1:00 p.m. on Thursday, May 13, 2021**. Questions submitted later than this deadline will not be considered. An addendum with questions and answers, if necessary, will be published with the project advertisement on the Town website, in the Bids and Announcements Section by **5:00 p.m. on Monday, May 17, 2021**.

## VIII. Request for Qualifications Submittal

The deadline for agencies submitting qualifications is **2:00 p.m. on Monday, May 24, 2021**. No submissions or supporting documents will be accepted after this deadline. Submittals may be emailed to **asnyder@wakeforestnc.gov** or delivered to:

### Physical Acceptance Location

**Town of Wake Forest Town Hall  
Attn: Allison Snyder, Assistant Town Manager  
301 South Brooks Street, Second Floor  
Wake Forest, NC 27587-2901**

### Mailing Address

**Town of Wake Forest Town Hall  
Attn: Allison Snyder, Assistant Town Manager  
301 South Brooks Street  
Wake Forest, NC 27587-2901**

Submittal packages should be enclosed in a sealed envelope marked **REQUEST FOR QUALIFICATIONS– TOWN OF WAKE FOREST HOUSING REHABILITATION PROGRAM** to the attention of Allison Snyder, Assistant Town Manager. All proposal packages and materials submitted hereunder become the exclusive property of the Town of Wake Forest.



## IX. Anticipated Schedule

- 05/24/2021: Submission deadline
- 06/01/2021 – 06/07/2021: Selection committee review of submittals
- 06/14/2021 – 06/18/2021: Virtual interviews conducted with selected consultants, if necessary
- 06/28/2021: Highest ranked firm notified
- 07/30/2021: Contract finalized, and non-selected firms notified
- 08/01/2021: Project commences

## X. Selection Process

This RFQ provides information necessary to prepare and submit qualifications for consideration and ranking by the Town. It is the intent of the Town to appoint a selection committee to review the submitted Request for Qualifications Submittal. This committee will review each qualification submittal and rank the submittal based on the criteria requirements specified within this RFQ. The Town may invite agencies for interviews, but this is not a required step in the selection process. Reviews will be performed with agency names removed. At the conclusion of the interviews (if held), the selection committee will rank the agencies based on the selection criteria and the interviews. The Town will provide written notification to all agencies regarding final selection by July 30, 2021.

Upon completion of the selection process, the highest ranked agency will be asked to finalize their fee proposal to finalize contract negotiations. By responding to this RFQ, respondent accepts the evaluation process as outlined in the following section, acknowledges, and accepts that determination of the “most qualified” agency may require subjective judgments by the Town.

## XI. Evaluation Approach

**1. Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (i.e., meets the minimum of the published requirements). The Town reserves the right to reject any proposals deemed by the Town not minimally responsive. The Town will notify such agencies in writing of any such rejection.

**2. Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator that will weigh administrative costs and also evaluate proposer’s capability to successfully manage the program, construction experience, how services mentioned in the program will be managed, and connections to the local community. Agencies names will be removed, and proposals will be reviewed blind to limit brand recognition.

**XII. Evaluation Criteria****1. Agency Capacity (25%)**

Provide a brief narrative that demonstrates your agencies capacity to successfully manage the Program. Identify and describe the staff position(s) and their task responsibilities. Where applicable integrate and align the Program deliverables with staff responsibilities.

**2. Program Approach and Program Understanding (35%)**

Applicants should describe how they will manage and provide services listed in the Program and Guidelines in Appendix A. Please be specific. If applicable, use flow charts and/or work plans to show that you are capable of managing all facets of the Program, to include multiple properties, simultaneously. Submittal should include a draft Town of Wake Forest Housing Rehabilitation Program Inquiry Form as referenced in the Guidelines in Appendix A.

**3. Administrative Fees (25%)**

The proposer with the lowest overall aggregate price charged back to the Town will receive the maximum number of points, the next lowest proposer will receive a percentage thereafter.

**4. Local, State and Federal Experience (15%)**

The proposer should list all local, state and/or federal grant experience. List three (3) years of financial experience associated with the grants and a service delivery summary on the grants.

## APPENDIX A- Housing Rehabilitation Guidelines



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# TOWN *of* WAKE FOREST

## I. OVERVIEW OF PROGRAM

### a. Purpose of the Program

The purpose of the Wake Forest Housing Rehabilitation Program (“Program”) is to assist homeowners of single-family detached dwellings, single-family attached homes, and manufactured homes in preserving safe and sanitary housing and correcting hazardous structural conditions to prevent and eliminate blight for the benefit of the public at large. Through the Program, funding will be given to eligible, low-income, owner-occupied homeowners of single-family homes within Town of Wake Forest corporate limits to fund eligible housing repairs. Funding should be prioritized in the Northeast area of Town as identified in the 2007 Northeast Area Plan. The Program’s eligibility criteria are further outlined under these Housing Rehabilitation Guidelines (“Guidelines”). The Program is intended to improve the health of the home’s occupants, safety of the home, ability of seniors to age in place, accessibility to the disabled and/or energy efficiency of the property.

### b. Source of Funds and Relationship with Non-Profit Agencies

Funding for Program is provided through the Town of Wake Forest general fund. Wake Forest will contract with the selected proposer (“Agencies”) to provide administrative services and organize, oversee, and ensure performance of housing repair activities contemplated by these Guidelines. Wake Forest shall review and provide input on how the agency will market Program, develop Program guidelines, and process funds to the Agencies. Wake Forest shall not serve as a general contractor or otherwise oversee any housing repair activities provided through Program.

### c. Amount of Assistance Available

Funding per eligible household shall be based on household need, level of home repair need, and overall funding availability, but in no case shall exceed \$15,000 per household.

## II. PROGRAM SERVICES PROVIDED BY AGENCIES

Agencies participating in Program shall provide the following services in compliance with Guidelines:

- Screen applicants and properties for eligibility pursuant to the requirements set out in these Guidelines;
- Enter
- Screen applicants and properties for eligibility pursuant to the requirements set out in these Guidelines;
- Enter into contracts with each applicant who will receive Program Funding;
- List and provide contact information for in-house agency staff;
- Find licensed subcontractors to perform work, when applicable;
- Require applicants and contractors working on their behalf to submit documentation as work progresses;
- Confirm improvements have been made in accordance with the contract with applicant and in compliance with any applicable laws or regulations;
- Collect and have the ability to provide all documentation set out in these Guidelines; and;
- Comply with all other requirements set out in these Guidelines.

### III. APPLICANT ELIGIBILITY REQUIREMENTS

#### **a. Income Eligibility Standards Based on Total Persons in Household**

Agencies shall ensure that participation in the Program is limited to applicants whose annual household income does not exceed the then current HUD established income limits for low-income households in Wake Forest. These income limits shall provide the criteria for eligibility. Agencies shall require applicants to submit documentation necessary to determine applicant eligibility.

For 2021, the median income for the Raleigh, MSA is \$95,700. Low-income families are defined as families whose incomes do not exceed 80 percent of the median family income for the area listed by HUD. Incomes should be adjusted for family size. The calendar year 2021 levels are listed at the end of the guidelines.

Applicants that do not exceed 80 percent of the median family income should be first priority. However, all residents of the northeast area are able to apply to the program if they meet the homeowner requirements and are facing hardship of remaining in Town. If an applicant and their family exceed the 80 percent median family income, applicant will need to submit with their application documentation as to why they need assistance through the program. Acceptable extenuating circumstances include assisting other family members outside of the household, unexpected expenses, or other proof of hardship.

#### **b. Property Ownership**

To be eligible to receive assistance through Program, applicant(s) shall be the current owner(s) of the property to be rehabilitated (“Property”) and live on the Property as their principal place of residence. Applicants must have listed on the title or listed as an owner of the Property for a minimum of five (5) years. Property owner(s) are any person(s) or legal agency that holds title to the Property. In instances of multiple ownership, the signature of each owner is required on all appropriate documents. Agencies shall verify Property ownership and require all current owners to give written consent to all work proposed to be done on the Property prior to contracting for or initiating such work. If the structure is a site built, or manufactured home on a rented permanent foundation the applicant must have a clear title to the home. If the applicant owns the land where the mobile home is located, they must have a clear title to the land.

#### **c. Required Documentation**

Applicants shall submit a Town of Wake Forest Housing Rehabilitation Program Inquiry Form. Agencies shall require applicant(s) to submit the documents necessary to determine eligibility, which may include:

- Copy of Federal Income Tax forms for the previous year (2 years if applicant is self-employed);
- Copy of the instrument by which the applicant(s) obtained title to the property and any uncanceled Deeds of Trust;
- Copy of two (2) years of tax returns or proof of income for two (2) years if yearly income does not make minimum required to file a federal return;
- Copy of any insurance policies covering the property; and
- Proof of two (2) years or mortgage and four (4) months of utility payments;
- Property Insurance
- Copy of identification with photograph. (i.e., driver’s license, passport, etc.)

#### **d. Re-Application Period**

In order to give as many persons the opportunity to participate in the Program as possible, no applicant(s) who has previously participated in the Program may participate for a 5-year period after completion of the applicant's last participation, unless no other applicants are awaiting assistance under the Program.

#### IV. PROPERTY ELIGIBILITY REQUIREMENTS

##### **a. Target Areas Eligible Under Program**

Properties that are rehabilitated as part of Program must be zoned and used for single family attached, single family detached, or low-density single family detached residential purposes and located within the corporate limits of the Town of Wake Forest.

##### **b. Minimum Property Rehabilitation Standards**

All work performed shall meet all applicable standards contained in the Town's adopted Unified Development Ordinance local building and safety codes, and the State Building Code, as well as any other applicable federal, state, or local laws or regulations.

##### **c. Eligible Structures**

Only owner-occupied, single-family dwellings are eligible for rehabilitation through Program. Manufactured housing is also eligible but subject to additional requirements. If the structure is owned, but the land owned by a different party, improvements to the foundation and exterior walls will not be approved.

##### **d. Rehabilitation Needs which Warrant Priority Repair**

Applicants in need of the following health and safety items shall be given priority, in the order listed below, when Agencies select recipients of Program funds:

- Roof
- Foundation;
- Electrical wiring;
- Plumbing;
- Heating/Cooling System;
- The elimination of specific conditions detrimental to public health and safety, which have been identified by the Town.

##### **e. Eligible Improvements and Repairs**

Improvements and repairs that may be eligible through Program are listed below.

- Correction of code violations;
- Testing and/or abatement for lead, asbestos, and other hazardous materials;
- Cost effective energy efficiency repairs;
- Removal/replacements to help with person suffering from mobility issues;
- Repair/replace water heaters;
- Repair/replace bath fixtures;
- Repair/replace countertops;
- Repair/replace electrical system;
- Installation of ground-fault circuit interrupters;
- Repair/replace windows;
- Repair/replace plaster, siding and stucco;
- Painting (inside and outside);
- Install new deadbolt locks;

- Handicapped Improvements;
- Repair/replace carpet;
- Structural repairs/modifications (only to correct existing structural code deficiencies or to provide accessibility to disabled persons);
- Any items determined eligible by Program Manager; and
- The elimination of specific conditions detrimental to public health and safety, which have been identified by the Town.

**f. Ineligible Improvements and Repairs**

The following repairs and improvements **are not** eligible for funding through Program.

- New construction;
- Reimbursement for an owner's personal labor;
- Appliances (except built-in stove, cook top);
- Purchase, installation, or repair of furniture;
- Demolition that does not improve the existing structure;
- Repairs that are interim in nature;
- Wrought iron security devices;
- Recreational equipment, facilities, or repairs;
- Kennels;
- Bath houses, swimming pools, saunas, hot tubs, Jacuzzis;
- Photomurals, stands, television antennas, valances, cornice boards;
- Burglar alarms or security systems;
- Greenhouses;
- Drapes;
- Barbecue pits; and
- Luxury Items.

**g. Other Improvements and Repairs**

If a proposed improvement or repair is not present on the above lists or is listed as an ineligible improvement or repair but would accomplish the goals of Program, Agencies may seek an eligibility determination from Wake Forest. Wake Forest, upon receiving such a request and at its sole discretion, shall determine whether the requested improvement or repair will be eligible to receive Program funds.

**V. PROGRAM FUNDS**

**a. Contracts**

Each Agency shall enter into a contract with the Town before administering Program services. The contract will specify a maximum of amount of funding to be disbursed to the Agency to provide Program services.

**b. Disbursements**

A disbursement equal to 50% of the maximum contract amount shall be disbursed to an Agency within thirty (30) days of Town of execution of the contract. A second disbursement of an additional 50% shall be made to an Agency upon certification made by the Agency that 90% of the previously disbursed funds have been expended on eligible projects.

**c. Accounts**

Agencies shall cause disbursed funds to be held in interest-bearing accounts at financial institutions insured by an agency of the federal government.

**d. Income**

Interest accrued by Program funds shall be credited to the account that creates it. Any such interest shall be used solely for the administration of the account itself or be included in Program funds for expenditure on eligible projects.

**e. Unspent Funds**

Any funds that remain unspent by an Agency at the end of a contract term shall:

- i. Retained by the Agency and included in the Program funds available to Agency for the next Program year, if Town and Agency enter into a new contract for another Program year, or
- ii. Returned to Wake Forest by the Agency

**f. Accounting**

- i. Agencies shall utilize an accounting system that complies with current generally accepted accounting principles and:
  1. Provides effective internal control over and accountability for all Program funds disbursed to Agency;
  2. Ensures that accounting records are supported by source documentation (e.g., invoice, receipts or contracts); and
  3. Accounts Program funds received by Agency separately from funds received from all other sources.

**VI. OVERSIGHT**

**a. Record Retention**

Agencies must maintain all records pertinent to their participation in Program, including all accounting records and records pertinent to each Property that receives Program funds, for three years from the termination date of the Agency's contract with Wake Forest or upon the completion date of any project undertaken under that contract, whichever is later. All records must be sufficient to determine compliance with the requirements and objectives of the Program.

**b. Required Project Documentation**

In addition to accounting documentation, Agencies shall collect and maintain, at a minimum, the following documentation related to each project undertaken with Program funds:

- i. Original application submitted by Agency;
- ii. Documentation used to determine applicant and household eligibility, including but not limited to:
  1. Proof of home ownership submitted by Agency
  2. Proof of current taxes, mortgage, and utility payments to the Town of Wake Forest submitted by Agency;
  3. Proof of income eligibility.
- iii. Original agreement between applicant and Agency;
- iv. Scope of work / work write up for the Agency;
- v. Documentation showing compliance with of all regulatory requirements applicable to a specific project, including but not limited to:
  1. Proof of inspections; and



2. Evidence of adherence to lead-based paint regulations.
- vi. Maintain an organized case files for each applicant throughout the duration of Program demonstrating full compliance with all applicable federal regulation and policies and procedures developed by the Town. Each of the files will include, but not be limited to homeowner application and eligibility documentation, work write-ups and cost estimates, homeowner approval of work to be performed and timelines, all licenses and permits, site visit/inspection reports, before and after photos, proof of coordination efforts with other public service agencies, change orders, subcontractor contracts and billing, pertinent correspondence, invoices and financial reports, project completion and clean-up release by homeowner.
    1. Upon completion of each Project, provide the Town with a digital copy of each Project file.

**c. Production and Survival**

Agencies shall, at any time within the contract period, be able to produce any and all documentation detailed above upon request of Wake Forest. This obligation shall extend beyond the termination date of any contract between the Agency and Wake Forest.

**d. Audits**

During the contract term, Wake Forest shall be permitted to conduct on-site audits of Agencies upon reasonable notice. Wake Forest intends to conduct such audits on an annual basis, but may conduct an audit at any time upon the giving of reasonable notice.

**VII. CONTRACTOR RESPONSIBILITIES**

- The contractor shall supervise and direct the work using his/her best skill and attention and shall maintain a professional appearance while completing the work. The contractor is responsible for all means, methods, techniques, and construction procedures and for coordinating all portions of the project.
- The contractor shall also ensure the appropriate conduct of his/her employees and shall not employ any person unskilled in the task assigned.
- The contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation and other services or facilities necessary to execute and complete the work unless otherwise noted in the contract documents.
- The contractor is responsible for giving all notices and complying with all laws, ordinances, rules, regulations, and orders regarding the work issued by any public authority including all permits, fees, and licenses necessary to complete the work.
- The contractor shall keep the worksite free from any accumulation of construction materials, debris, or rubbish.
- At the completion of the rehabilitation work, the contractor shall remove all construction related materials from the jobsite, along with all of his/her tools, construction equipment, machinery, and surplus materials.
- The contractor must provide homeowner with a minimum of one (1) year warranty on all work and a minimum of three (3) year warranty on roof replacements.
- The contractor shall warrant that all materials and equipment incorporated in the work will be new, unless otherwise noted in the contract specification documents.
- Additionally, the contractor shall warrant that all work will be of good quality, free from faults and defects, and in conformance with the contract specifications.

- Any work not meeting these standards shall be deemed defective, and it will be the contractor's responsibility to remedy any problems arising from poor workmanship.

## VIII. OTHER PROGRAM REQUIREMENTS

### a. Work Completion

At the completion of the project, the Agency shall conduct a final walk-through with the homeowner, and contractor to address any outstanding items. Upon completion of work and final inspection by a Town of Wake Forest building inspector, if required, a Certificate of Occupancy shall be signed by the Agency, the building inspector (if required), and the homeowner.

### b. Bonus, Commission or Fee

Applicants shall not be permitted to pay any bonus, commission or fee for the purposes of obtaining approval related to Program, and Agencies, their employees, subcontractors, or other agents shall not accept any such bonus, commission, or fee should it be offered.

### c. Conflict of Interest

No Program funding will be provided to any member of the governing body or employee of the Town of Wake Forest who participates in administering Program or this Agreement. No member of Agencies shall have any interest, direct or indirect, in Program funding or in any contract entered by an applicant for the performance of work, financed, in whole or in part, with Program funds.

### d. Disclosure of Information

The Town of Wake Forest is a public agency and information, or records submitted, whether to the Town or to Agencies, by applicants are public records and subject to disclosure under Section § 132-6 of the North Carolina Public Records Law unless such information or records is protected from disclosure.

### e. Appeal Procedure

Any Program applicant has the right to appeal if their application is denied. In addition, during pre-construction, construction, and post-construction periods, the homeowner has a similar right to have any disputes heard and resolved. The contractual obligation for rehabilitation is ultimately between the contractor and the homeowner. If a situation occurs where the two parties are in conflict, the following procedure will occur:

1. Step 1: Before any intervention occurs, the homeowner or contractor shall communicate perceived problems or complaints directly to the other party. In an attempt to resolve the differences, each will give the other an opportunity to respond or correct the problem.
2. Step 2: If Step 1 attempt fails, the homeowner or contractor may ask the assigned Agency staff representative to intervene. This intervention might include telephone calls to the contractor or homeowner, meetings at the job site or in the office, or other actions as appropriate, including such things as the establishment of written working guidelines or other post-contractual agreements. It must be recognized that at this point the homeowner may wish to utilize other options, including contacting the Contractor's State Licensing Board and submitting a complaint.
3. Step 3: Any controversy between the parties that cannot be settled through the intervention process outlined above shall be submitted to the Town.
4. If parties cannot agree, the Town shall appoint an Attorney. The costs of the arbitration shall be subject to the terms of the attorney agreement.

**f. Amendments**

The Town shall have the right to make administrative, non-substantive technical revisions and amendments to these Program guidelines that do not (i) increase the maximum loan amount, (ii) change income requirements or grant forgiveness schedule, or (iii) modify any other lending terms. All other amendments and modifications to these program guidelines shall require the approval of the both parties.

**IX. HUD income levels for 2021**

Metro Area	County	Median 2021	50% 1 Person	50% 2 Person	50% 3 Person	50% 4 Person	50% 5 Person	50% 6 Person	50% 7 Person	50% 8 Person
Raleigh NC MSA	Wake	\$95,700	\$ 33,500	\$ 38,300	\$ 43,100	\$ 47,850	\$ 51,700	\$ 55,550	\$ 59,350	\$ 63,200
			Extremely Low 1 Person	Extremely Low 2 Person	Extremely Low 3 Person	Extremely Low 4 Person	Extremely Low 5 Person	Extremely Low 6 Person	Extremely Low 7 Person	Extremely Low 8 Person
			\$20,100	\$23,000	\$25,850	\$28,700	\$31,040	\$35,580	\$40,120	\$44,660
			80% 1 Person	80% 2 Person	80% 3 Person	80% 4 Person	80% 5 Person	80% 6 Person	80% 7 Person	80% 8 Person
			\$53,600	\$61,250	\$68,900	\$76,550	\$82,700	\$88,800	\$94,950	\$10,1050

## APPENDIX B- Contract Conditions

### I. General Contract Terms and Conditions

The selected Agency will report directly to the Town of Wake Forest. The selected Agency is to administer the contract and to ensure that all work is performed in accordance with the contract requirements. The selected Agency will be responsible for providing contractors, tradesmen, construction drawings, technicians, and sub-consultants with the appropriate skills and qualifications to ensure contract compliance. The Agency will be directly responsible for oversight of the project for the Town.

The selected Agency will be notified by the Town and will enter contract negotiations for receiving this work. A professional services agreement will be negotiated with the selected contractor based on the proposed scope of work outlined in their proposal.

### II. Conflict of Interest Statement:

It is the policy of the Town of Wake Forest that the conduct of officers, directors, project managers, or and all other persons acting as its representatives should be at all times in the best interests of the Town, its members and the general public. In performing their duties, Town representatives should not be influenced by desire for personal gain. Conflict of interest is defined as a situation in which professional judgment or behavior concerning a primary interest (in this case the integrity of Town) has been improperly influenced by a different interest (such as for financial gain). The prompt disclosure of possible conflicts of interest or of those situations where such a perception could reasonably be anticipated to arise helps to avoid injury to an agreed upon primary interest.

Proposer(s) selected for these advertised services shall become aware of and comply with state laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. 14-234, N.C.G.S 133-1, and N.C.G.S. 133-2.

Proposer(s) selected for the Program by the Town will be required to disclose any conflicts of interest for 18 months prior to the submission of the Proposal package to the Town.

If a conflict of interest is not disclosed by the contractor and a conflict of interest is determined by the Town of Wake Forest to exist at a later time, the contractor will not be compensated for their prior work and will be required to reimburse the Town of Wake Forest for any payments received. The Contractor would be immediately dismissed from the contract.

### III. Changes in Personnel:

Changes to personnel on project team(s), particularly a project manager, are to be avoided wherever possible. The selected Agency must request in writing to the Town for all changes to project team members. The Town will consider requests and may accept the new personnel changes, or may deny the request and consequently, the selected Agency may no longer be considered for the Program with the Town.

**IV. Unauthorized Sub-Contracting Prohibited:**

The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this Program without prior written consent. The proposer should list who they plan to delegate work to as a result of winning the proposed contract. Any assignment without the Town's prior knowledge shall be void and may result in the cancellation of the contract.

**V. Americans with Disabilities Act (ADA) Compliance:**

The Town of Wake Forest will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disability. The Town of Wake Forest will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. Town of Wake Forest programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify Town staff.

**VI. Minority/Women/Small Business Enterprise:**

It shall be the practice of the Town of Wake Forest Government to provide minority-owned, women-owned, and small business enterprises (collectively "M/W/SBE") as well as other responsible vendors with fair and reasonable opportunity to participate in Town of Wake Forest's business opportunities including but not limited to employment, construction development projects, and material/services, consistent with the laws of the State of North Carolina.

**VII. Nondiscrimination Policy:**

The policy of the Town of Wake Forest prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status. It is further the policy of the Town of Wake Forest to conduct its contracting and procurement programs to prevent such discrimination and to resolve all claims of such discrimination.

**VIII. Insurance and Indemnity Requirements:**

To the extent permitted by law, the Consultant shall indemnify and save harmless the Town of Wake Forest, its agents and employees and assigns from and against all loss, cost damages, expense and liability caused by injury, sickness and disease to any person; or damage or destruction to property, real or personal; arising from the negligent acts, errors, or omissions of the Consultant in the performance of professional services provided to the Town.

The Consultant further agrees to purchase and maintain during the life of any contracts entered into with the Town the following insurance with an insurance company acceptable to the Town of Wake Forest and authorized to do business in the State of North Carolina:

- **Automobile:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 each person/\$1,000,000 each occurrence.
- **Comprehensive General Liability:** Bodily injury and property damage liability insurance shall protect the Consultant from claim of bodily injury or property damage which arises from operations of this contract. The amounts of such insurance shall not be less than \$1,000,000

bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for product/completed operations and contractual liability assumed under the indemnity provision of this contract. The Town of Wake Forest shall be listed as an "Additional Insured".

- Consultant's Professional Liability: In a limit of not less than \$1,000,000.
- Workers' Compensation and Occupational Disease Insurance:
  - Coverage A – Worker's Compensation: Meeting the statutory requirements of the State of North Carolina.
  - Coverage B – Employer's Liability: \$1,000,000 each accident / \$1,000,000 disease – each employee / \$1,000,000 disease – policy limits.

Certificates of such insurance will be furnished to the Town of Wake Forest Purchasing Manager and shall contain the provision that the Town of Wake Forest be given thirty (30) days written notice of any intent to amend or terminate by either the Consultant or the insuring company.

## IX. Notifications

### **Public Records Notice:**

Records received by the Town of Wake Forest in response to a bid solicitation or a request for proposal/qualifications are public records and subject to public inspection and copying. Some bid records are public as soon as received by the Town, others become public at bid opening and others at bid award.

The Public Records law (N.C.G.S. 132-1 *et seq.*) authorizes the Town to withhold from public inspection and copying legitimate and properly marked 'trade secrets'. If a record meets all of the following conditions, then the Town may withhold that particular trade secret from a public record inspection request:

- It is a "trade secret" as defined in G.S. 66-152(3); and
- It is the property of a private "person" as defined in G.S. 66-152(2); and
- It is disclosed or furnished to the Town in connection with a bid or proposal; and
- It is marked as "confidential" or as a "trade secret" at the time of its initial disclosure to the Town.

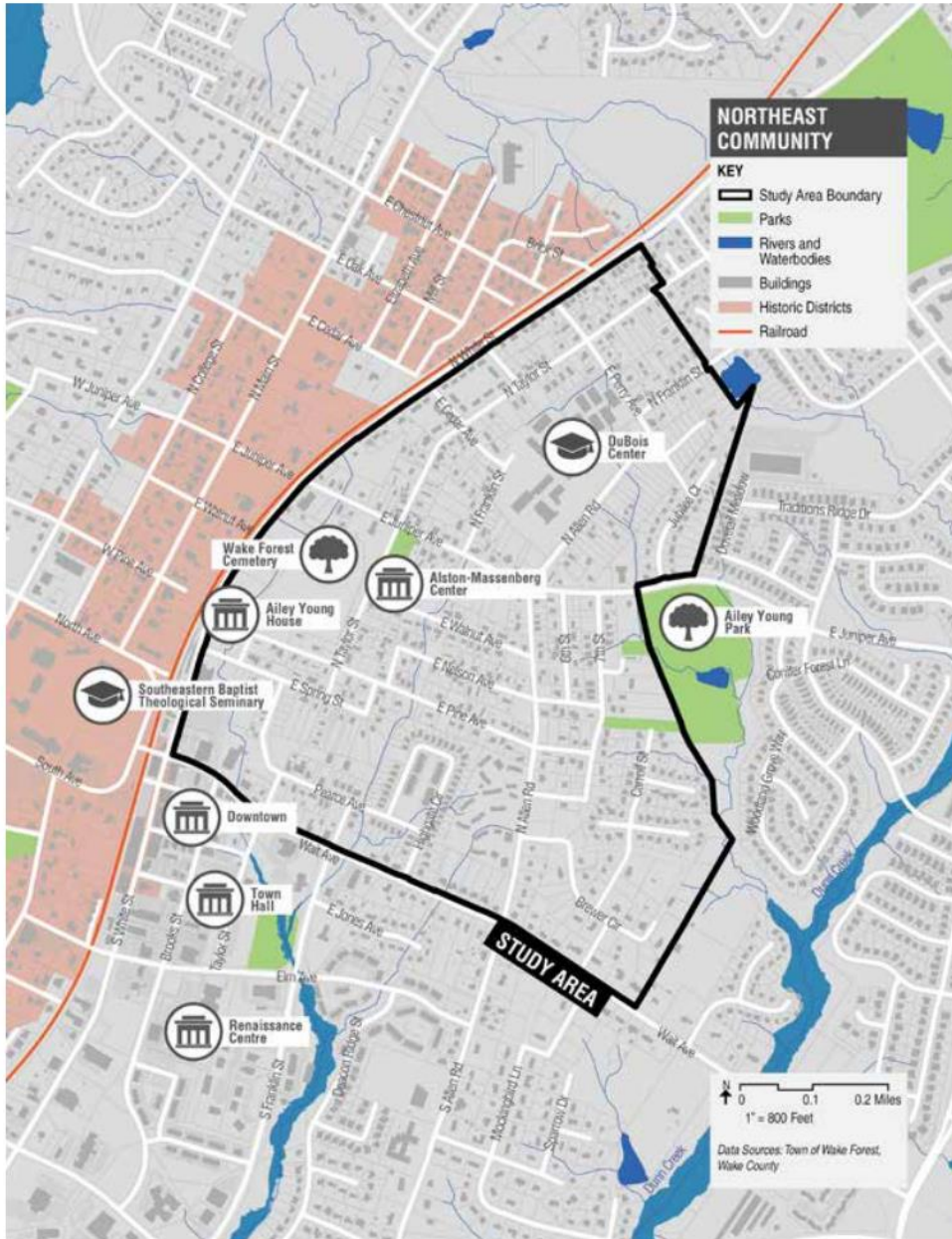
If as part of your bid or proposal, you submit to the Town any record, or portion of a record, that you consider to be a trade secret meeting the definition contained in G.S. 66-152 (2), you may clearly mark the particular record, or portion of the record, that meets the definition of trade secret as TRADE SECRET or CONFIDENTIAL TRADE SECRET, and the Town will be authorized to withhold that particular record or portion thereof, from public inspection. In the event the Town receives a public records request for records you designate as 'trade secret' the Town will notify you and give you the opportunity to, within one week of such notification, confirm in writing that the specific record, or portion of record, that you designated as TRADE SECRET meets the requirements of G.S 132-1.2 and G.S. 66-152, and the reasons therefore. The Town will require that you indemnify the Town in the event a challenge is brought for the withholding of a record based on your having designated it a trade secret.

### **Addenda Notice:**

It is the respondent's responsibility to ensure that all addenda have been received. Please visit the Town's website for the most current information.

<https://www.wakeforestnc.gov/finance/purchasing-warehouse/bids-announcements>

## APPENDIX C- Area Overview and Planning History



NORTHEAST COMMUNITY PLAN

[https://www.wakeforestnc.gov/sites/default/files/uploads/NortheastCommunityPlan/2021\\_0313\\_ne\\_community\\_plan\\_public\\_meeting\\_presentation\\_final.pdf](https://www.wakeforestnc.gov/sites/default/files/uploads/NortheastCommunityPlan/2021_0313_ne_community_plan_public_meeting_presentation_final.pdf)

The [Northeast Area Plan](#), adopted July 2007 lists initiatives under neighborhood appearance and homeownership that tie directly to this program. Proposers are requested to review the existing plan prior to submitting proposals in order to understand the needs of the area. Similar issues and desires have arisen during the [2021 update](#) to the plan.