

Albemarle Commission Urgent Repair Program Procurement and Disbursement Policy

Albemarle Commission Service Area:
Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell

PROCUREMENT POLICY

To the maximum extent practical, Albemarle Commission (ACCOG) promotes a fair, open, and competitive procurement process as required under the North Carolina Housing Finance Agency's Urgent Repair Program (URP). Work under the URP will be procured through the use of private sub-contractors for specialized trades as described below. ACCOG will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool.

ACCOG will manage private sub-contractors for jobs that are completed "turn-key." For all pre-1978 units, ACCOG is responsible for acting as a Renovation, Repair and Painting Rule (RRP) Certified Renovator. ACCOG will have both the firm's certificate and the qualified renovator's letter on file.

ACCOG is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement and will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool. Contractors will be chosen by the above criteria without regard to race, color, religion, national origin, age, sex, familial status, and/or disability.

Sub-Contractor Procurement / Procedure

1. ACCOG is responsible for procuring all subcontracted services under the Urgent Repair Program in a fair, open, and competitive process and to ensure that quality work is done at reasonable prices. To meet those very difficult requirements, the Albemarle Commission will invite bids only from sub-contractors who are part of an "approved sub-contractors' registry". To be on the Registry, a sub-contractor must have their recent work inspected, reviewed, and approved by ACCOG staff and submit proof of licensure (if needed) and insurance at the appropriate levels required by the agency. ACCOG will make special efforts to include M/WBE businesses in this process. Homeowners who know of quality rehabilitation sub-contractors that are not on the Albemarle Commission's Approved Subcontractors Registry are welcome to invite them to apply.

2. A bid opening will be conducted at the ACCOG office at a specified date and time.
3. A minimum of three eligible sub-contractors on the ACCOG 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 sub-contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the ACCOG-created estimate, and (c) there is no conflict of interest (real or apparent).

As a result of the increasing difficulty of soliciting eligible bids for URP projects in our large rural service area, the Albemarle Commission reserves the right to solicit a bid from an eligible sub-contractor on the Sub-Contractor Registry. If the selected sub-contractor submits a responsive and responsible bid, then it will be accepted. If the sub-contractor does not submit a responsive and responsible bid or chooses not to submit a bid, then another sub-contractor on the registry will be eligible to submit a bid on the project.

4. 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 awarded to the lowest responsive and responsible bidders for each job site.
5. Bid packages shall consist of work write-ups and bid sheets for each job.
6. Bids must include a breakdown of activities and total job cost equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
7. Within 24 hours of the bid closing and after review of bid breakdowns and timing factors, the winning bidder will be selected. The winning bidder and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the Albemarle Commission's cost estimate, (4) any support or contingency costs that will be included in the loan amount, and (5) if other than the lowest bidder is selected, the specific reasons for the selection.
8. 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 ACCOG. The change order must also detail any changes to the original contract price.
9. The Urgent Repair Program Contract for Home Repairs/Modification will be executed prior to work beginning on the project. This contract will be between the sub-contractor, the homeowner, and the Albemarle Commission.

10. No work may begin prior to a contract being awarded. In addition, a pre-construction conference and "walk through" shall be held at the worksite prior to commencement of repair work.
11. ACCOG reserves the right to reject any or all bids at any time during the procurement process.
12. In the event of a true emergency situation, ACCOG 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.
13. The Sub-contractor is responsible for obtaining building permit for the project before beginning work. The permit must be posted at the project site during the entire period of construction. If applicable, the Albemarle Commission will obtain a permit for lead and/or asbestos hazard-related activities. The Rehabilitation Specialist will closely monitor the construction to make sure that the work is being done according to the work write-up (which is part of the contract by reference) and in a timely fashion. Local enforcement officials will, if required, inspect the work for compliance with the NC state Building Code and the local minimum housing code, when applicable. The homeowner will be responsible for working with the sub-contractor to clear their personal property from the work areas as needed, as much as practicable. The sub-contractor will be responsible for all clearing and cleaning activities necessary due to construction.

Materials

1. Sub-contractors are responsible for procuring all material under the Urgent Repair Program.
2. Work write-ups on each job and cost estimates will be completed by ACCOG with materials broken down by line item. All URP work write-ups and cost estimates will be reviewed and approved by ACCOG's Rehabilitation Specialist prior to the job being bid.

DISBURSEMENT POLICY

1. 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 ACCOG staff members.
2. All repair work must be inspected by ACCOG's Rehab Specialist, and the homeowner prior to final payments to sub-contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment

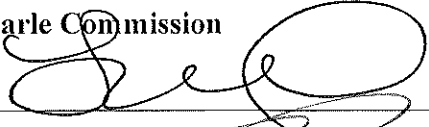
shall be issued upon presentation of an original invoice from the sub-contractor. The sub-contractor should allow 25 business days for processing of the invoice for payment.

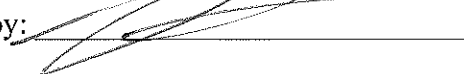
3. The sub-contractor is entitled to a partial payment and a final payment. The first partial payment after materials are purchased. The final payment will be for when the job is completed.
4. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the sub-contractor fails to correct the work to the satisfaction of ACCOG's Rehabilitation Specialist, payment may be withheld until such time the work is satisfactory. (Sub-contractors may follow the ACCOG Urgent Repair Program Assistance Policy if a dispute occurs; however, sub-contractors shall abide by the final decision as stated in the policy).
5. ACCOG assures, through this policy, that adequate funds shall be available to pay the sub-contractor for satisfactory work.
6. All sub-contractors and must sign a lien waiver prior to disbursement of funds.

[signatures on following page]

This Procurement and Disbursement Policy is adopted this the 30 day of June 2025

Albemarle Commission

BY:  _____

Attested by:  _____

CONTRACTORS STATEMENT:

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

BY: _____

COMPANY NAME: _____

WITNESS: _____