

MINUTES OF A REGULAR MEETING OF THE
 COMMISSIONERS OF THE
 CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY

The Commissioners of the City of Roanoke Redevelopment and Housing Authority met for a regular session on Monday, March 25, 2019, in the offices of the City of Roanoke Redevelopment and Housing Authority, 2624 Salem Turnpike, NW, in the City of Roanoke, Virginia.

I. CALL TO ORDER – ROLL CALL

Chair Garner called the meeting to order at 3:00 p.m. and declared that a quorum was present.

PRESENT: Commissioners Anguiano, Garner, Karnes, Kepley, Smith, Witten

Commissioner Burruss arrived at 3:07 a.m.

ABSENT: None

OFFICER PRESENT: Mrs. Glenda Edwards Goh, Secretary-Treasurer

ALSO PRESENT: Jackie Austin, VP of Finance/CFO; David Bustamante, VP of Housing; Stephanie Cooperstein, Section 3 Manager; Betsy Crow, VP of Human Resources and Administration; Frederick Gusler, Director of Redevelopment and Revitalization; Crystal Hall, Community Support Services Director; Mark Loftis, Legal Counsel; Joel Shank, VP of Operations; Amanda Sparks, HCV Manager; Kelly Martin, Senior Executive Assistant

Chair Garner welcomed everyone to today's meeting.

REPORTS

1. Financial Report

Chair Garner stated that Mrs. Austin provided a Financial Narrative along with a Financial Report.

Responding to Commissioner Witten's inquiry, Mrs. Austin stated that the Sun Trust interest amounts vary. The amount is based upon the nature of the account, when it was established, and the last two items listed are money market accounts.

Mrs. Goh responded to Chair Garner's question, explaining that the write off of bad debt was due to the fire damage at Villages at Lincoln. Mrs. Austin added that the fire damage amount was placed on the tenant's account, which would allow the City of Roanoke Redevelopment and Housing Authority (RRHA) to potentially collect the money from the damage sustained.

Chair Garner asked if there were any comments or questions. There were none.

2. Executive Director's Report

Chair Garner asked for the Executive Director's report.

Mrs. Goh noted that she had previously informed the Board by email that the United States Department of Housing and Urban Development (HUD) issued the Commitment for Housing Assistance Payments (HAP) for Lansdowne for the Rental Assistance Demonstration (RAD) program. RRHA staff discussed the conversion process in a phone call with the transaction manager HUD has assigned. She explained that RRHA intends to move forward with the first phase of developing forty units that will be located between 2624 Salem Turnpike and 30th Street. Additional details will be provided as RRHA moves forward with developing a conversion plan.

Mrs. Goh stated that RRHA was featured in a Book Rich Environments webinar

along with sites in Arizona, Massachusetts and Ohio. RRHA was included based on very positive feedback from partners, particularly KidZone. Mrs. Goh added that RRHA has received more than fifty boxes of new books donated by publishers for this year's effort in providing books to children in RRHA's housing programs.

Mrs. Goh said that the President's budget proposal has been released, and this is the third year that it has included drastic cuts in both the Public Housing and Housing Choice Voucher (HCV) programs, as well as elimination of the Capital Fund Program. She stated that, while she cannot predict the outcome of this year's budget process, it is worth remembering that RRHA has received increased funding in each of the past two years compared to prior years, despite similar severe cuts included in the President's budget proposals. She said that she does not believe RRHA should be too concerned about the proposal at this time; rather, it seems prudent to wait and see what happens in the Congressional appropriations process.

Mrs. Goh informed the Board that HUD has notified housing authorities that changes are being made to thresholds for micro and small purchases. The micro purchase limit has been increased from \$3,000 to \$10,000, and the small purchase threshold has been increased from \$150,000 to \$250,000. Due to the fact that RRHA must also comply with the Virginia Procurement Act, Mrs. Goh explained the small purchase limit will need to remain at \$100,000; however, she and other staff members recommend adopting the increased micro purchase threshold, because it will reduce administrative burden. She stated that Mr. Shank will draft a revision to the RRHA Procurement Policy, and it will be presented to the Board next month.

Mrs. Goh reported that RRHA was recently audited by HUD for compliance

with labor standards. She explained that each year RRHA compiles a report that lists all contracts that fall under Davis Bacon requirements, and submits the report to HUD. Davis Bacon requirements are applicable to construction-related activities that exceed \$2,000. She added that RRHA's contractors are required to pay wage rates determined by wage decisions that reflect prevailing wage rates for specific types of jobs in RRHA's area. She reported that HUD's audit found RRHA to be in compliance, and no problems were identified.

Mrs. Goh stated that the City of Roanoke issued a Request for Proposal (RFP) for the Melrose Library property across from the RRHA central office. The deadline for proposals is April 15, 2019. Mr. Gusler is working on a proposal, on behalf of RRHA, to use the property for a potential EnVision Center and for the management and maintenance departments of housing that will remain after the reconfiguration of Lansdowne Park.

Mrs. Goh informed the Board that HUD issued a Moving to Work (MTW) notice for Cohort 2, which is for housing authorities RRHA's size. Housing authorities in Cohort 2 can be assigned to four different categories and will be required to test different types of rent policy changes that HUD is interested in evaluating. She explained that letters of interest for that program are due June 12, 2019, and a Board resolution is required. Additional details and the resolution will be brought before the Board before the deadline. RRHA staff members will participate in a webinar hosted by HUD on March 26, 2019 that will provide additional details concerning this process. Mrs. Goh stated that she believes MTW offers the best opportunity for housing authorities to be more responsive to local needs, with increased flexibility and reduced

administrative burden. She said that if RRHA can become a MTW agency she believes it is an excellent opportunity.

Vice Chair Anguiano asked whether any of the changes HUD is implementing relative to Real Estate Assessment Center (REAC) inspections will be beneficial. Mrs. Goh responded that one immediate benefit is that they have chosen RRHA's region to do the pilot project. This means RRHA would have advisory scores for a couple of years, and the most recent REAC scores will be carried forward while the changes in protocol are tested. She explained that if the changes cause major problems, housing authorities in the pilot region would not be penalized. The fourteen day notice will be extremely challenging across the country, since not only will housing authorities have less notice but HUD will continue to contract for inspections with multiple contractors. This practice has resulted in much inconsistency in the past, as different inspectors emphasize different areas of the standards. She said that HUD has said that housing authorities should not be preparing for REAC. They should keep the properties in full compliance at all times, which is absolutely true; however, the sheer number of REAC standards applicable to both units and common areas makes it seem reasonable to do a walk through and make repairs before an inspection. Mrs. Goh provided a few examples: a tenant may have taken down the smoke alarm because it made too much noise; someone put an air conditioner in a window that is required to remain unobstructed as a means of egress in a fire. She stated that these things can be fixed quickly; however, if these items are present during an inspection, RRHA will lose points. She believes that 14 days is unreasonable and, if RRHA declines the inspection date, then the housing authority would fail automatically. Mrs. Goh said

that seems harsh because there may be legitimate reasons why the inspection cannot be scheduled with such short notice.

Mrs. Goh responded to Commissioner Burruss' question, stating that REAC scores from the most recent previous inspection will carry over during the demonstration period for the pilot region, and will be used in the calculation of Public Housing Assessment System (PHAS) scoring. She explained that if a housing authority has a prior score of 92 it would be treated like they had a 92 each year during the course of the pilot period.

In response to Chair Garner's inquiry, Mrs. Goh provided an update concerning the EnVision Center initiative, stating that RRHA has not decided to forgo becoming involved in the EnVision Center; however, no further information has been received from HUD. In response to the article that was written concerning the initial group of selected housing authorities floundering due to lack of resources, Secretary Carson made a statement explaining that the program would be reviewed, the problems would be addressed, and the program would continue. Mrs. Goh said that RRHA submitted a second letter of interest and understood that there would be a second selection round happening shortly; however, that was months ago and no additional communication has been received from HUD.

Responding to Chair Garner's inquiry for clarification regarding references to Choice Neighborhoods in the Redevelopment and Revitalization report, Mrs. Goh stated that the references are to the Choice Neighborhoods plan, not the implementation grant. She said that RRHA is moving forward with implementation of the Transformation Plan that was developed with the Choice Neighborhoods Planning

Grant, and RAD is one of the avenues for moving forward. The Plan was developed with a lot of engagement from the community and, as a result, RRHA has tried to stay true to the Plan and identify avenues and resources to implement the Plan.

Chair Garner asked about the status of the RAD project. Mrs. Goh stated that RRHA recently received the Commitment for Housing Assistance Payments (CHAP), and the next opportunity to apply for Low Income Tax Credits (LIHTC) is March 2020. She stated that this opportunity only occurs once a year, and that the plan is to utilize LIHTC as one of the means of financing for constructing new replacement housing.

Chair Garner asked if there were any other comments or questions. There were none.

3. Staff Reports

Chair Garner asked if there were any comments or questions. There were none.

4. Committee Reports

Chair Garner asked for any Committee reports.

Commissioner Karnes stated that the Personnel Committee met and looked over some personnel policies but there is nothing to bring to the Board at this time.

Chair Garner asked if there were any additional comments or questions. There were none.

5. Commissioner Comments

Chair Garner asked for any Commissioner's comments.

Commissioner Burruss mentioned a news report concerning a public housing development that had a fire that was attributed to carbon monoxide and the absence

of detectors. She asked whether RRHA has detectors in units that use gas. Mr. Shank explained that any natural gas appliance such as a stove or furnace has a potential to release carbon monoxide, and some of RRHA properties have natural gas appliances. He said that some of the units already have detectors, and the units that have natural gas that are being renovated will include the detector once they are completed.

Chair Garner asked if there were any additional commissioner comments or questions. There were none.

6. City Council Liaison Comments or Discussion

Chair Garner asked if there were any City Council Liaison comments or questions. There were none.

7. Residents or other community members to address the Board

Chair Garner asked if there were any comments or questions. There were none.

CONSENT AGENDA

C-1 Minutes of the Regular Meeting of the Board of Commissioners held
Monday, February 25, 2019.

RECOMMENDED ACTION: Dispense with the reading thereof and approve as recorded.

C-2 Minutes of the Special Meeting of the Board of Commissioners held
Monday, February 28, 2019.

RECOMMENDED ACTION: Dispense with the reading thereof and approve as recorded.

C-3 Minutes of the Special Meeting of the Board of Commissioners held

Monday, March 4, 2019.

RECOMMENDED ACTION: Dispense with the reading thereof and approve as recorded.

C-4 Monthly Operations Report for the month of February 2019.

RECOMMENDED ACTION: File as submitted

Commissioner Smith introduced a motion to approve the Consent Agenda. The motion was seconded by Commissioner Witten and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Smith, Witten

NAYS: None

Chair Garner thereupon declared said motion carried as introduced.

II. **REGULAR AGENDA**

1. Resolution No. 3996

Mrs. Goh prepared Resolution No. 3996 at the direction of the Board, officially appointing David Bustamante as the next Executive Director for RRHA, effective June 15, 2019.

Chair Garner commented that the Board is happy and sad; they hate to see Mrs. Goh retire but they believe they have a winner in Mr. Bustamante and they wish her a great retirement. He said that the Board believes the next few months will be really tough because they are going to query her before she goes. They are going to miss her and are looking forward to the next Executive Director

Commissioner Karnes introduced Resolution No. 3996 and moved its adoption as introduced:

WHEREAS, Glenda Edwards Goh, current Executive Director, informed the City of Roanoke Redevelopment and Housing Authority (RRHA) Board of Commissioners in June 2018 that she planned to retire in June 2019; and

WHEREAS, the RRHA Board of Commissioners conducted an extensive search to select the next RRHA Executive Director; and

WHEREAS, the RRHA Board of Commissioners desires to appoint David Bustamante as the next Executive Director of RRHA, with such appointment becoming effective on June 15, 2019, upon the retirement of the current Executive Director; and

WHEREAS, David Bustamante has agreed to accept employment as Executive Director of RRHA, effective June 15, 2019; and

WHEREAS, employment terms and conditions have been agreed upon between the RRHA Board of Commissioners and Mr. Bustamante.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that David Bustamante is hereby appointed as Executive Director of the City of Roanoke Redevelopment and Housing Authority, effective June 15, 2019.

The motion was seconded by Commissioner Smith and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Smith, Witten

NAYS: None

Chair Garner thereupon declared said motion carried and Resolution No. 3996 adopted as introduced.

2. Resolution No. 3997

Ms. Crow introduced Resolution No. 3997, requesting the Board to authorize the Executive Director to execute necessary documents to continue participation in the Local Choice Health program for the period of July 1, 2019 until June 30, 2020 for an amount not to exceed \$920,000 and includes estimated cost to the agency of \$700,000 and saw an increase in the 2018 plan from 68 employees to 71

employees for medical and dental insurance. She stated that the contract expires on June 30, 2019. The Local Choice Health program satisfies HUD intergovernmental cooperative agreement requirements and the program has provided satisfactory service to RRHA. Ms. Crow said that the rate increase of 4% is favorable in comparison to the market and she would like to recommend continuing participation in the Local Choice Health Benefit program.

Commissioner Smith introduced Resolution No. 3997 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE NECESSARY DOCUMENTS TO CONTINUE PARTICIPATION IN A COOPERATIVE AGREEMENT FOR EMPLOYEE MEDICAL AND DENTAL INSURANCE COVERAGE

WHEREAS, the City of Roanoke Redevelopment and Housing Authority's (RRHA) employee medical and dental insurance contract expires June 30, 2019; and

WHEREAS, HUD procurement procedures allow RRHA to join intergovernmental cooperative agreements; and

WHEREAS, The Local Choice Health Benefit Program was created exclusively to provide health benefits for local governments, authorities, school divisions and constitutional officers and is managed by the Commonwealth of Virginia's Department of Human Resources; and

WHEREAS, The Local Choice Health Benefit Program fully satisfies HUD's five (5) intergovernmental cooperative agreement requirements; and

WHEREAS, RRHA is currently enrolled in The Local Choice Health Benefit Program; and

WHEREAS, The Local Choice Health Benefit Program has provided satisfactory service to RRHA; and

WHEREAS, The Local Choice rate increase of 4% is favorable in comparison to the market; and

WHEREAS, staff recommends continuing RRHA's participation in The Local Choice Health Benefit Program.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that the Executive Director is authorized and directed to execute necessary documents to continue RRHA's participation under the Local Choice Health Benefit Program for the period of July 1, 2019 through June 30, 2020 for an amount not to exceed \$920,000.

The motion was seconded by Commissioner Burruss and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Smith, Witten

NAYS: None

Chair Garner thereupon declared said motion carried and Resolution No. 3997 adopted as introduced.

3. Resolution No. 3998

Mr. Shank introduced Resolution No. 3998, requesting the Board's approval to award contracts for Section 504 Americans with Disabilities Act (ADA) Modifications for four apartment units at Melrose Towers and four apartment units at Jamestown Place, under operating fund financing program and Capital Fund Program grant number VA36P01150118.

Mr. Shank said that RRHA has been working to upgrade and add to its portfolio of accessible units. Some of the modifications are due to the requirements under Section 504 regarding the percentage of accessible units at each development. He explained that use of the Operating Fund Financing Program (OFFP) gives RRHA an opportunity to increase the number of units. He said that the approval process took over 2 years. RRHA received approval from HUD on February 14, 2019 to proceed with this work, but only gave RRHA 60 days to close

on the construction and the financing. Mr. Shank informed the Board that RRHA was working with architects when the initial application was created, and it was just a matter of updating the designs and code requirements. RRHA bid out both projects and bids are due back the first few weeks in April. He stated that in April RRHA will be procuring work at Morningside Manor that will be handled through the small purchase procurement procedure.

Mr. Shank stated that he consulted with Mr. Loftis on the process for Board approval. Mr. Shank said that he completed cost estimates and established a not to exceed contract amount of \$335,000 for four units at Melrose Towers and \$730,000 for four units at Jamestown Place. Melrose Towers will consist of gutting out the units, moving walls, plumbing, and electrical work in a small area. At Jamestown Place, in order for the one bedroom units to gain enough space, RRHA will add additions onto the four units. He also explained that a bedroom and bathroom will be added onto the first floor of the three bedroom units. He stated that once the bids are received Mrs. Goh and legal counsel will review the contracts prior to their execution. A resolution will be brought to the Board in April for ratification of the contracts.

Responding to Chair Garner's question, Mrs. Goh stated she consulted with Mr. Loftis, and he suggested that approving this Resolution would be an alternative to calling a special meeting to vote on the contracts, if the Board is comfortable with this approach. She said that RRHA would execute the contracts, within the stated conditions, submit them to HUD and provide the Board with all the detail in a resolution for ratification at the April meeting.

Commissioner Burruss mentioned that she was surprised to learn that the cost per unit at Jamestown was \$182,000; however, when Mr. Shank explained the add-on, it covered her concerns. Responding to Commissioner Burruss' questions, Mr. Shank said requests for ADA accessible units were received during the community meetings last year at Melrose Towers and Morningside Manor. The same request was received for Jamestown; unfortunately, RRHA does not have ADA units at that property. He said that RRHA is attempting to meet this request, not only due to the increased demand for ADA units, but to reach the Section 504 requirement that five percent of the units be wheelchair accessible at each of the properties or portfolio-wide. He explained that in the 1990's Jamestown had a voluntary compliance agreement with HUD that listed the property as exempt due to topography. More recently, Roanoke City requested to see some ADA accessibility routes to the apartments, and Mr. Shank worked with different firms and found four units that could be converted. He also explained that RRHA is working with the property managers to make arrangements for relocating the tenants. The manager at Melrose Towers did a good job in working with residents on plans to transfer them out of the apartments, and they will return when renovations are complete. Mr. Shank added that he is not aware of RRHA's HUD ADA compliance percentage, but RRHA needs additional units to reach that goal.

Mr. Shank responded to Commissioner Kepley's request for clarification stating property managers are working with the individuals who need ADA accessibility to make reasonable accommodations as necessary, if fully accessible units are not available.

Commissioner Smith introduced Resolution No. 3998 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AWARDDING CONTRACTS FOR SECTION 504/ADA MODIFICATIONS FOR FOUR APARTMENT UNITS AT MELROSE TOWERS AND FOUR APARTMENT UNITS AT JAMESTOWN PLACE, UNDER OPERATING FUND FINANCING PROGRAM AND CAPITAL FUND PROGRAM GRANT NUMBER VA36P01150118

WHEREAS, the City of Roanoke Redevelopment and Housing Authority (RRHA) is seeking to make modifications to existing public housing units to meet requirements of Section 504 of the 1973 Rehabilitation Act, as amended, and the Americans With Disabilities Act of 1990; and

WHEREAS, Section 9(e)(1)(I) of the 1937 United States Housing Act permits the use of Operating Funds for the costs of repaying debt incurred to finance the modernization of public housing units with HUD approval; and

WHEREAS, under the Operating Fund Financing Program (OFFP), Public Housing Authorities are permitted to borrow private capital to finance public housing modernization; and

WHEREAS, a loan, with an amount of \$760,000 from Virginia Community Capital for converting public housing units for accessibility by tenants with disabilities, which will be secured and repaid by Operating Fund Reserves, was authorized by RRHA Board of Commissioners by Resolution No. 3914 on February 27, 2017; and

WHEREAS, HUD notified RRHA of its approval of RRHA's OFFP application on February 14, 2019; and

WHEREAS, HUD stated in its approval letter that there must be simultaneous construction closing and financial closing within 60 days of HUD's notification of OFFP approval; and

WHEREAS, RRHA has been awarded a grant from the Department of Housing and Urban Development (HUD) Capital Fund Program (CFP), grant number VA36P01150118 in the amount of \$3,302,705; and

WHEREAS, Section 504 Building Accessibility for Melrose Towers and Jamestown Place were included on the Annual Statement detailing the planned use of CFP grant number VA36P01150118, which was approved by the RRHA Board of Commissioners by Resolution No. 3957 on May 21, 2018; and

WHEREAS, RRHA needs qualified contractors to complete Section 504/ADA Modifications for Four (4) Apartment Units for Melrose Towers and Section 504/ADA Modifications for Four (4) Apartment Units for Jamestown Place; and

WHEREAS, RRHA has issued an Invitation for Bid for Section 504 Modifications for Four (4) Apartment Units for Melrose Towers on March 10, 2019, in accordance with RRHA's Procurement Policy and Procedures, with bids being due on April 2, 2019; and

WHEREAS, a not-to-exceed contract amount of \$335,000, based on R S Means Cost Data, has been established for the Section 504/ADA Modifications for Four (4) Apartment Units for Melrose Towers; and

WHEREAS, RRHA has issued an Invitation for Bid for Section 504 Modifications to Four (4) Apartment Units for Jamestown Place on March 17, 2019, in accordance with RRHA's Procurement Policy and Procedures, with bids being due on April 9, 2019; and

WHEREAS, a not-to-exceed contract amount of \$730,000, based on R S Means Cost Data, has been established for the Section 504/ADA Modifications for Four (4) Apartment Units for Jamestown Place; and

WHEREAS, RRHA will award a separate contract for each of the two (2) projects.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that:

1. The execution of a contract for Section 504/ADA Modifications for Four (4) Apartment Units for Melrose Towers for an amount not to exceed \$335,000, is authorized, in accordance with conditions listed below.
2. The execution of a contract for Section 504/ADA Modifications for Four (4) Apartment Units for Jamestown Place for an amount not to exceed \$730,000 is authorized, in accordance with conditions listed below.
3. Execution of contracts as described in 1 and 2 is authorized with the following conditions:
 - a. The contracts will be awarded based on competitive bidding pursuant to RRHA's Procurement Policy;
 - b. The Executive Director and RRHA's legal counsel will review and approve the terms of the contracts prior to execution; and

- c. The contracts will be presented to the RRHA Board of Commissioners at its April 2019 meeting, along with a resolution to ratify the specific terms.
- 4. The Executive Director be and hereby is authorized to take such other actions as may be necessary to fulfill the intent of this Resolution.

The motion was seconded by Vice Chair Anguiano and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Smith, Witten

NAYS: None

Chair Garner thereupon declared said motion carried and Resolution No. 3998 adopted as introduced.

4. Resolution No. 3999

Mr. Gusler introduced Resolution No. 3999, requesting the Board to authorize the execution of a Memorandum of Understanding with Total Action for Progress (TAP) as a partner in the Land Bank with the members of Roanoke Neighborhood Revitalization Partnership which includes RRHA, Habitat for Humanity, and Renovation Alliance. He referenced Board discussion in closed session that resulted in RRHA opting not to submit a proposal in response to the City's Request for Proposals for a Land Bank. He stated that RRHA would not be held financially responsible nor is there a financial obligation on RRHA's part. TAP would serve as the City's Land Bank and acquire properties, working with the Roanoke Neighborhood Revitalization Partnership to identify opportunities to utilize the properties to provide housing. Mr. Gusler said that this partnership would potentially allow RRHA another opportunity to acquire property for scattered site housing

Mrs. Goh said that the only financial cost that RRHA would incur would be the cost to transfer property to RRHA. She explained that if RRHA should take any properties that came by way of the Land Bank, RRHA would be agreeing to pay the cost of transferring that property to RRHA.

Responding to Commissioner Witten's inquiries, Mr. Gusler stated that he believed it would be like any other property acquisition; basically, RRHA would pay closing costs and is under no obligation to take the property. Mr. Gusler stated RRHA can discuss the possibility of giving TAP the Cherry Hill property. There are a number of things that TAP could do to build the Land Bank. He believes right now it would be through the City's tax sale process which is going to be very limited. But there are other potential ways they can acquire property.

In response to Commissioner Burruss' question, Mr. Gusler said he believes, from discussion with TAP, they would prefer to do new construction, market rate housing, rather than renovations. He said that he does not believe TAP has begun acquiring properties or looking into the cost benefit of rehab rather than new construction, but the regulations do not limit the options.

Vice Chair Anguiano mentioned that one of the things that held RRHA back in considering this proposal was the cost of maintaining the properties. Mr. Gusler responded to Vice Chair Anguiano's question stating that the City will not be obligating any funds toward these properties. Mrs. Goh added that TAP informed partners that they are only planning to accept properties that one of the partners has committed to take; they are not planning to hold property. Vice Chair Anguiano stated that the fear was that the entity serving as the Land Bank would have things foisted on them without

the option to refuse and then have to figure out how to maintain whatever properties they acquire.

In response to Chair Garner, Mrs. Goh confirmed that the City maintains the Cherry Hill property owned by RRHA. Mr. Gusler added it will take a long time for the Land Bank to grow. He explained that the City of Danville and Earl Reynolds, a former RRHA employee, used Danville City general funds to create a non-profit to serve as the Land Bank. However, Danville did not have several agencies, as Roanoke does, that are engaged in housing rehab and development.

Responding to Commissioner Witten's concern about the conflict of interest statement and anyone having a direct or indirect business affiliation with Land Bank, and how difficult it would be to determine if one had such relationships, Mr. Loftis explained that the statement is addressing the TAP Board Members not RRHA Commissioners.

Commissioner Smith introduced Resolution No. 3999 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR A LAND BANK PARTNERSHIP WITH THE MEMBERS OF THE ROANOKE NEIGHBORHOOD REVITALIZATION PARTNERSHIP

WHEREAS, the City of Roanoke Redevelopment and Housing Authority (RRHA) has participated as a member of the Roanoke Neighborhood Revitalization Partnership (RNRP) since 2008; and

WHEREAS, other members of the RNRP include Total Action for Progress (TAP), Habitat for Humanity and Renovation Alliance; and

WHEREAS, TAP has applied to become the City's designated Land Bank; and

WHEREAS, a Memorandum of Understanding is needed to define roles and activities of each member of the RNRP upon TAP's designation as the City's Land Bank.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that the Executive Director is authorized and directed to execute a Memorandum of Understanding for a Land Bank Partnership, in substantially the form attached, with members of the Roanoke Neighborhood Revitalization Partnership.

The motion was seconded by Vice Chair Anguiano and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Smith

ABSTENTIONS: Commissioner Witten

NAYS: None

Chair Garner thereupon declared said motion carried and Resolution No. 3999 adopted as introduced.

5. Executive Session

Commissioner Smith moved that the Commissioners enter into Executive Session for the purpose of consultation with legal counsel retained by RRHA regarding specific legal matters requiring the provision of legal advice by such counsel and discussion of specific personnel matters of RRHA in accordance with Virginia Code Sections 2.2-3711(A) (1) and (8).

The motion was seconded by Commissioner Burruss and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Smith, Witten

NAYS: None

The Board of Commissioners entered into Executive Session at 3:42 p.m.

Commissioner Smith left the session at 4:44 p.m.

Certification

Commissioner Burruss introduced a motion stating that the members of the Board of Commissioners hereby certify to the best of their knowledge that only public business matters lawfully exempted from open meeting requirements and only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered by the Board in the immediately preceding Executive Session.

The motion was seconded by Commissioner Witten and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Witten

NAYS: None

The Board reconvened into open session at 4:49 p.m.

III. ADJOURNMENT

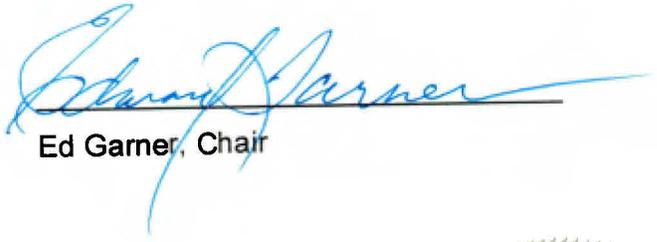
There being no further business to come before the Board, Commissioner Witten moved that the meeting be adjourned.

The motion was seconded by Commissioner Kepley and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Witten

NAYS: None

Chair Garner declared the meeting adjourned at 4:49 p.m.


Ed Garner, Chair



Glenda Edwards Goh, Secretary-Treasurer



CONTRACT NO: 216-1901-1-7 (OFFP)

CONTRACT BETWEEN THE
CITY OF ROANOKE REDEVELOPMENT & HOUSING AUTHORITY
AND
RUSSELL'S REMODELING, LLC

Be it understood that as of this 9th day of April, 2019 the City of Roanoke Redevelopment & Housing Authority (hereinafter called "RRHA") hereby enters into this Contract with **Russell's Remodeling, LLC** (hereinafter called the "Contractor") for the fixed price of **Two hundred, sixty thousand, and 00/100 Dollars (\$260,000.00)** as more particularly specified in the Bid Form submitted by the Contractor, dated **April 2, 2019**, for the **Section 504/ADA Modifications for Four Apartment Units for Melrose Towers, AMP 206**, and subject to the conditions herein contained.

Section 504/ADA Modifications for Four Apartment Units for Melrose Towers, AMP 206 shall be completed prior to **180 calendar days** from date of Notice To Proceed.

1.0 Definitions

- 1.1 "RRHA" and "PHA," as referenced in this Contract, mean the City of Roanoke Redevelopment & Housing Authority.
- 1.2 "HUD" means the U.S. Department of Housing and Urban Development.
- 1.3 "Contract" means this Contract as entered into between RRHA and the Contractor, and includes, and incorporates herein, all terms and conditions as set forth in
 - i) General Conditions for Construction Contracts – Public Housing Programs – Form HUD-5370,
 - ii) Special Conditions,
 - iii) Labor Standard Documents, and
 - iv) Technical Specifications, all as set forth in Parts B, C, and G of the Project Manual for the Project.

The Contract shall also include all formal changes to any of the above-referenced documents made by addendum, change order, bulletin or other

written modification, which terms and conditions are incorporated herein by reference.

- 1.4 “Contractor” means, for the purpose of this Contract, the person or other entity entering into the Contract with RRHA to perform, or be responsible for the performance of, all of the work required under the Contract.
- 1.5 “Contracting Officer” means the person authorized to execute contracts for RRHA.
- 1.6 “Contract Administrator” means the person who will administer the contract for RRHA.

2.0 Scope of Work

- 2.1 The Contractor agrees to provide all material and labor to perform all work required under the Contract and described in the plan Project Manual entitled “**Section 504/ADA Modifications for Four Apartment Units for Melrose Towers, AMP 206**” (the “Project”) and shall do all things, and take all actions, as required by this Agreement, in strict compliance with the Contract, as defined herein.

3.0 Billing and Payment

- 3.1 The Contractor shall submit an invoice for payment on a monthly basis. Payment shall be made to the Contractor, less applicable withholdings, within thirty (30) days, provided all work for the month has been completed satisfactorily, based on the Contract Administrator’s accepted verification of documents, in accordance with the specifications of this Contract. Invoices shall detail the services rendered each month. All support documentation shall accompany the invoice.
- 3.2 All invoices and statements shall be identified by location of property and services rendered, and shall be submitted to:

City of Roanoke Redevelopment & Housing Authority
 Attention: Executive Assistant, Operations
 2624 Salem Turnpike, NW
 Roanoke, VA 24017

- 3.3 Contract number, and site location should appear on the invoices to avoid delay in payment.

A supplier's invoice must accompany the invoice for any material charges.

Construction contractors shall submit Requests for Payment on HUD forms set forth below, or such other applicable RRHA form as may be found on the RRHA website, or such other Contractor form as may be approved for use by RRHA:

- 51001 Periodic Estimate for Partial Payment
- 51002 Schedule of Change Orders
- 51003 Schedule of Materials Stored (A supplier's invoice must accompany the invoice for any material charges.)
- 51004 Summary of Materials Stored
- 5372 Construction Progress Schedule

- 3.4 Within thirty (30) days after completion of the Project, provided the Contract be then fully performed, subject to the delivery to RRHA of a release of all potential liens arising out of this Contract in a form acceptable to RRHA, the balance due under the Contract will be paid by RRHA to the Contractor.

4.0 Laws and Regulations

The Contractor shall at all times observe and comply with laws, ordinances, regulations, and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the Contractor.

5.0 Insurance

- 5.1 Contractor agrees, at its sole expense, to procure and keep in force during the entire period of this Agreement, public liability, workers compensation, property damage liability, bodily injury and personal injury insurance, with a company duly licensed and authorized to write such coverage, as specified below, in this State.

Comprehensive General Liability: \$1,000,000

Worker's Compensation: Statutory Limits of the State of Virginia

Other Required Insurance:

_____	:	_____
_____	:	_____

Contractor also agrees to adequately insure all of the Contractor’s work, as done or in progress, on the Project sites, all materials and equipment stored on the Project sites, and all other perils to which Contractor, its employees and agents may be subjected.

- 5.2 Contractor shall carry comprehensive automobile liability coverage on owned and non-owned motor vehicles, used on the Project site(s) or in connection therewith, at a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence.
- 5.3 The Contractor shall provide RRHA with Insurance Certificates. RRHA shall be named as Certificate Holder and Additional Insured on said policies: City of Roanoke Redevelopment & Housing Authority, Glenda Edwards Goh, Executive Director.

6.0 Indemnification

Contractor expressly agrees to indemnify and hold harmless RRHA, its directors, officers, and employees from all losses, costs, damages and/or expenses with respect to all demands, claims, suits, and/or judgments for personal and bodily injuries, including death, to any person (including but not limited to third parties, employees of RRHA, employees of Contractor or any Subcontractor and their dependents or personal representatives) or damage to property or any other cause of action arising by reason of any act or willful omission or negligence, either by Contractor or by Subcontractors or the employees or agents of either of them. Contractor further agrees to defend RRHA, to reimburse RRHA for any reasonable cost and expense, including attorney’s fees, which RRHA may incur or be put to for the defense from any such claim.

7.0 Contractor Not an Agent

In the interpretation of this Agreement and the relations between Contractor and/or Subcontractor and RRHA, neither Contractor nor Subcontractor shall be held or deemed in any way to be an agent, employee or official of RRHA.

8.0 Order of Precedence

In the event of a conflict between clauses in this Contract and the Statement of Work/Scope of Services, the Contract shall prevail. In the event of a conflict between the Contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail. In the event of a conflict between clauses in this Contract and any applicable HUD regulation, the HUD regulation shall prevail.

9.0 Subcontracting

The Contractor shall not subcontract any of the work unless specifically authorized, in advance and in writing, by RRHA.

10.0 Required Documents

The following documents are required to be included as a part of, and attached to, this Contract:

- Performance Bond (if applicable)
- Labor and Material Payment Bond (if applicable)
- Subcontractor Date Sheet (if applicable)

IN WITNESS THEREOF: The parties hereto have caused this instrument to be executed as of the day and year first written above.

Joel Shull
ATTEST

4/10/19
DATE

Joel Shull
ATTEST

04/10/2019
DATE

CONTRACTOR
BY: [Signature]

TITLE: Owner

CITY OF ROANOKE REDEVELOPMENT
AND HOUSING AUTHORITY

BY: Glenda Edwards Goh
Glenda Edwards Goh

TITLE: Executive Director

CONTRACT NO: 216-1902-1-7 (OFFP)

CONTRACT BETWEEN THE
CITY OF ROANOKE REDEVELOPMENT & HOUSING AUTHORITY
AND
RUSSELL'S REMODELING, LLC

Be it understood that as of this 11th day of April, 2019 the City of Roanoke Redevelopment & Housing Authority (hereinafter called "RRHA") hereby enters into this Contract with **Russell's Remodeling, LLC** (hereinafter called the "Contractor") for the fixed price of **Six hundred thousand, and 00/100 Dollars (\$600,000.00)** as more particularly specified in the Bid Form submitted by the Contractor, dated **April 9, 2019**, for the **Section 504/ADA Modifications for Four Apartment Units for Jamestown Place, AMP 207**, and subject to the conditions herein contained.

Section 504/ADA Modifications for Four Apartment Units for Jamestown Place, AMP 207 shall be completed prior to **180 calendar days** from date of Notice To Proceed.

1.0 Definitions

- 1.1 "RRHA" and "PHA," as referenced in this Contract, mean the City of Roanoke Redevelopment & Housing Authority.
- 1.2 "HUD" means the U.S. Department of Housing and Urban Development.
- 1.3 "Contract" means this Contract as entered into between RRHA and the Contractor, and includes, and incorporates herein, all terms and conditions as set forth in
- i) General Conditions for Construction Contracts – Public Housing Programs – Form HUD-5370,
 - ii) Special Conditions,
 - iii) Labor Standard Documents, and
 - iv) Technical Specifications, all as set forth in Parts B, C, and G of the Project Manual for the Project.

The Contract shall also include all formal changes to any of the above-referenced documents made by addendum, change order, bulletin or other

written modification, which terms and conditions are incorporated herein by reference.

- 1.4 “Contractor” means, for the purpose of this Contract, the person or other entity entering into the Contract with RRHA to perform, or be responsible for the performance of, all of the work required under the Contract.
- 1.5 “Contracting Officer” means the person authorized to execute contracts for RRHA.
- 1.6 “Contract Administrator” means the person who will administer the contract for RRHA.

2.0 Scope of Work

- 2.1 The Contractor agrees to provide all material and labor to perform all work required under the Contract and described in the plan Project Manual entitled “**Section 504/ADA Modifications for Four Apartment Units for Jamestown Place, AMP 207**” (the “Project”) and shall do all things, and take all actions, as required by this Agreement, in strict compliance with the Contract, as defined herein.

3.0 Billing and Payment

- 3.1 The Contractor shall submit an invoice for payment on a monthly basis. Payment shall be made to the Contractor, less applicable withholdings, within thirty (30) days, provided all work for the month has been completed satisfactorily, based on the Contract Administrator’s accepted verification of documents, in accordance with the specifications of this Contract. Invoices shall detail the services rendered each month. All support documentation shall accompany the invoice.
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Attention: Executive Assistant, Operations
2624 Salem Turnpike, NW
Roanoke, VA 24017

- 3.3 Contract number, and site location should appear on the invoices to avoid delay in payment.

A supplier's invoice must accompany the invoice for any material charges.

Construction contractors shall submit Requests for Payment on HUD forms set forth below, or such other applicable RRHA form as may be found on the RRHA website, or such other Contractor form as may be approved for use by RRHA:

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4.0 Laws and Regulations

The Contractor shall at all times observe and comply with laws, ordinances, regulations, and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the Contractor.

5.0 Insurance

- 5.1 Contractor agrees, at its sole expense, to procure and keep in force during the entire period of this Agreement, public liability, workers compensation, property damage liability, bodily injury and personal injury insurance, with a company duly licensed and authorized to write such coverage, as specified below, in this State.

Comprehensive General Liability: \$1,000,000
 Worker's Compensation: Statutory Limits of the State of Virginia

Other Required Insurance:

_____:	_____
_____:	_____

Contractor also agrees to adequately insure all of the Contractor’s work, as done or in progress, on the Project sites, all materials and equipment stored on the Project sites, and all other perils to which Contractor, its employees and agents may be subjected.

- 5.2 Contractor shall carry comprehensive automobile liability coverage on owned and non-owned motor vehicles, used on the Project site(s) or in connection therewith, at a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence.
- 5.3 The Contractor shall provide RRHA with Insurance Certificates. RRHA shall be named as Certificate Holder and Additional Insured on said policies: City of Roanoke Redevelopment & Housing Authority, Glenda Edwards Goh, Executive Director.

6.0 Indemnification

Contractor expressly agrees to indemnify and hold harmless RRHA, its directors, officers, and employees from all losses, costs, damages and/or expenses with respect to all demands, claims, suits, and/or judgments for personal and bodily injuries, including death, to any person (including but not limited to third parties, employees of RRHA, employees of Contractor or any Subcontractor and their dependents or personal representatives) or damage to property or any other cause of action arising by reason of any act or willful omission or negligence, either by Contractor or by Subcontractors or the employees or agents of either of them. Contractor further agrees to defend RRHA, to reimburse RRHA for any reasonable cost and expense, including attorney’s fees, which RRHA may incur or be put to for the defense from any such claim.

7.0 Contractor Not an Agent

In the interpretation of this Agreement and the relations between Contractor and/or Subcontractor and RRHA, neither Contractor nor Subcontractor shall be held or deemed in any way to be an agent, employee or official of RRHA.

8.0 Order of Precedence

In the event of a conflict between clauses in this Contract and the Statement of Work/Scope of Services, the Contract shall prevail. In the event of a conflict between the Contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail. In the event of a conflict between clauses in this Contract and any applicable HUD regulation, the HUD regulation shall prevail.

9.0 Subcontracting

The Contractor shall not subcontract any of the work unless specifically authorized, in advance and in writing, by RRHA.

10.0 Required Documents

The following documents are required to be included as a part of, and attached to, this Contract:

- Performance Bond (if applicable)
- Labor and Material Payment Bond (if applicable)
- Subcontractor Date Sheet (if applicable)

IN WITNESS THEREOF: The parties hereto have caused this instrument to be executed as of the day and year first written above.

Joel Smith
ATTEST

4/11/19
DATE

Kelly Martin
ATTEST

04/11/2019
DATE

CONTRACTOR

BY: Jeff Martin

TITLE: owner

CITY OF ROANOKE REDEVELOPMENT
AND HOUSING AUTHORITY

BY: Glenda Edwards Goh
Glenda Edwards Goh

TITLE: Executive Director

PROCUREMENT POLICY

CITY OF ROANOKE REDEVELOPMENT & HOUSING AUTHORITY

Established for the City of Roanoke Redevelopment & Housing Authority by board action on April 23,

2007 Revision Dates: June 18, 2007, August 20, 2007, October 15, 2007, April 21, 2008, December 15,

*2008, November 8, 2011, August 27, 2012, November 16, 2015, March 27, 2017, September 25, 2017, **and***

*March 27, 2018, **and April 22, 2019***

This Procurement Policy complies with the Annual Contributions Contract (ACC) between City of Roanoke Redevelopment & Housing Authority (RRHA) and the Department of Housing & Urban Development (HUD), Federal Regulations at 24 CFR 85.36, 2 CFR Part 200, and applicable State and Local laws.

GENERAL PROVISIONS

General

RRHA shall provide for a procurement system of quality and integrity, provide for the fair and equitable treatment of all persons or firms involved in purchasing by RRHA, ensure that supplies and services (including construction) are procured efficiently, effectively, and at the most favorable prices available to RRHA, promote competition in contracting, and assure that RRHA purchasing actions are in full compliance with applicable Federal standards, HUD regulations, State, and local laws.

Application

This Procurement Policy applies to all procurement actions of the Authority, regardless of the source of funds; however, nothing in this Policy shall prevent RRHA from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with the law.

Definition

The term "procurement," as used in this Policy, includes the procuring, purchasing, leasing, or renting of: (1) goods, supplies, equipment, and materials, (2) construction and maintenance; consultant services, (3) Architectural and Engineering (A/E) services, (4) Social Services, and (5) other services. Procurement, as used in this policy, does not include direct payments for the following items: utility bills, postage, licenses, permits, purchases from other government agencies where the government agency provides goods or services not available from the private sector, travel expenses, conferences, professional association fees, stipends, public transportation, incidental parking fees, publications, and advertisements for employment or solicitation notices.

Changes in Laws and Regulations

In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with these Policies, automatically supersede these Policies.

Public Access to Procurement Information

Most procurement information that is not proprietary is a matter of public record and shall be available to the public to the extent provided in the Virginia Freedom of Information Act.

ETHICS IN PUBLIC CONTRACTING

General

RRHA hereby establishes this code of conduct regarding procurement issues and actions and shall implement a system of sanctions for violations. This code of conduct, etc., is consistent with applicable Federal, State, and local law.

Conflicts of Interest

No employee, officer, Board member, or agent of RRHA shall participate directly or indirectly in the selection, award, or administration of any contract if he or she has a conflict of interest, either real or apparent. Such a conflict of interest would arise when:

- An employee, officer, Board member, or agent involved in making the award;
- His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister);
- His/her partner; or
- An organization which employs, is about to employ or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above; has a financial or other interest in or a tangible personal benefit from a firm competing for an award or being considered for a contract.

Disclosure if Subsequent Employment

No employee or former employee of RRHA having official responsibility for procurement transactions shall accept employment with any bidder, offeror, or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by RRHA unless the employee or former employee provides written notification to the Executive Director of RRHA prior to commencement of employment by that bidder, offeror, or contractor.

Gratuities, Kickbacks, and Use of Confidential Information

No officer, employee, Board member, or agent of RRHA shall ask for or accept gratuities, favors, or items of more than \$50 in value from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

Prohibition Against Contingent Fees

Contractors wanting to do business with RRHA must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

Joint Ventures, Subsidiaries and Affiliates

Transactions between RRHA and any joint venture, subsidiary, affiliate, or other entity in which RRHA has any interest must comply with the conflict of interest rules contained in this Procurement Policy. A person who is an employee of RRHA or a member of RRHA's Board of Commissioners, and who also serves on another governing board of a joint venture, subsidiary, affiliate, or other entity in which RRHA has any interest, may not participate in actions by RRHA that are incidental to any agreements with the other entity.

Disciplinary Action

Any officer, employee, Board member, or agent of RRHA who violates any of the provisions of this Section shall be subject to appropriate sanctions or disciplinary action consistent with RRHA's Code of Ethics and Standards of Conduct Policy. In all cases RRHA will also consider pursuing civil and administrative remedies available under applicable law.

PROCUREMENT PLANNING

Planning is essential to managing the procurement function properly. Hence, RRHA will periodically review its record of prior purchases, as well as future needs to find patterns of procurement actions that could be performed more efficiently or economically, maximize competition and competitive pricing among contracts and decrease RRHA's procurement costs, reduce RRHA administrative costs; ensure that supplies and services are obtained without any need for re-procurement, e.g., resolving bid protests; and minimize errors that occur when there is inadequate lead time. Consideration should be given to storage, security, and handling requirements when planning the most appropriate purchasing actions.

PURCHASING METHODS

Petty Cash Purchases

Purchases under \$50 may be handled through the use of a petty cash account. Petty Cash Accounts may be established in an amount sufficient to cover small purchases made during a reasonable period, e.g., one month. For all Petty Cash Accounts, RRHA shall ensure that security is maintained and only authorized individuals have access to the account. These accounts should be reconciled and replenished periodically.

Small Purchase Procedures

For any amounts above the Petty Cash ceiling but less than ~~\$3,000~~ \$10,000 ~~(or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act)~~, also known as Micro Purchases, only one quote is required. The signature of the contracting officer on the purchase order or contract signifies the contracting officer's determination that the price is

reasonable, based on prior purchases of a similar nature or other sources of information.

For any amounts above the Micro Purchase ceiling but not exceeding \$30,000, RRHA may use small purchase procedures. No less than three offerors shall be solicited to submit price quotations, which may be obtained orally (either in person or by phone), by fax, in writing, or through e-procurement. Award shall be made to the qualified vendor that provides the best value to RRHA. If non-price factors are used, they shall be disclosed to all those solicited. The names, addresses, and/or telephone numbers of the offerors and persons contacted, and the date and amount of each quotation shall be recorded and maintained as a public record.

For small purchases in excess of \$30,000 but not exceeding \$100,000, RRHA may use small purchase procedures with one exception. Small purchase procedures must not be used for single or term contracts for professional services, if the contract exceeds ~~\$60,000~~ \$80,000.

For small purchases in excess of \$30,000 but not exceeding \$100,000, no less than four offerors shall be solicited to submit written price quotations. Award shall be made to the qualified vendor that provides the best value to RRHA. If non-price factors are used, they shall be disclosed to all those solicited. The names, addresses, and/or telephone numbers of the offerors and persons contacted, and the date and amount of each quotation shall be recorded and maintained as a public record.

RRHA shall not break down requirements aggregating more than the small purchase threshold (or the Micro Purchase threshold) into several purchases that are less than the applicable threshold merely to: (1) permit use of the small purchase procedures or (2) avoid any requirements that applies to purchases that exceed the Micro Purchase threshold.

To the greatest extent feasible, and to promote competition, micro purchases should be distributed among qualified sources.

Sealed Bids

Sealed bidding shall be used for all contracts that exceed the small purchase threshold and that are not competitive proposals or non-competitive proposals, as these terms are defined in this document. Under sealed bids, RRHA publicly solicits bids and awards a firm fixed-price contract (lump sum or unit price) to the responsible bidder whose bid, conforming with all the material terms and conditions of the IFB, is the lowest in price. Sealed bidding is the preferred method for procuring construction, supply, and non-complex service contracts that are expected to exceed \$100,000.

- A. **Conditions for Using Sealed Bids.** RRHA shall use the sealed bid method if the following conditions are present: (i) a complete, adequate, and realistic statement of work, specification, or purchase description is available; (ii) two or more responsible bidders are willing and able to compete effectively for the work; (iii) the contract can be awarded based on a firm fixed price; (iv) and the selection of the successful bidder can be made principally on the basis of the lowest price.
- B. **Solicitation and Receipt of Bids.** An IFB is issued which includes the specifications and all contractual terms and conditions applicable to the procurement, and a

statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the solicitation. The IFB will be publicly advertised, and must state the time and place for both receiving the bids and the public bid opening. The IFB must define the items or services in order for the bidder to properly respond. All bids received will be date and time-stamped and stored unopened in a secure place until the public bid opening. A bidder may withdraw the bid at any time prior to the bid opening.

- C. **Bid Opening and Award.** Bids shall be opened publicly at the time and place prescribed in the IFB. All bids received shall be recorded on an abstract (tabulation) of bids, and then made available for public inspection. A firm fixed price contract will be made in writing to the lowest responsive and responsible bidder. If equal low bids are received from responsible bidders, selection shall be made by drawing lots or other similar random method. The method for doing this shall be stated in the IFB. If only one responsive bid is received from a responsible bidder, award shall **not** be made unless the price can be determined to be reasonable, based on a cost or price analysis. Where specified in the IFB, factors such as discounts, transportation costs, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. The IFB may also specify that factors such as special qualifications of potential contractors, inspection, testing, quality, workmanship, and suitability for a particular purpose may be considered as a part of the evaluation.
- D. **Mistakes in Bids.** Correction or withdrawal of bids may be permitted, where appropriate, before bid opening by written, e-mail, or facsimile notice received in the office designated in the IFB prior to the time set for bid opening. After bid opening, withdrawals of bids may be permitted only as stated in the advertisement for bids, which normally will require a bidder to give written notice of his claim to withdraw his bid within two business days after the conclusion of the bid opening procedure, and only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made. All decisions to allow correction or withdrawal of a bid shall be supported by a written determination signed by the Contracting Officer. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of RRHA or fair competition shall not be permitted. RRHA shall notify a bidder within 5 business days of its decision regarding the bidder's request to withdraw its bid. Correction or withdrawal of bids after bid opening may also be allowed in cases where RRHA has reason to believe that a mistake may have been made in a bid.
- E. **Tie Bids:** Tie bids, quotes or proposals are defined as instances of identical total pricing or scoring from responsive/responsible vendors that meet all requirements as set forth in the bid, quote or proposal documents. Instances of a tie will be resolved by a drawing or other similar random method. The resolution of the tie will be announced in advance giving all "tie" vendors an opportunity to attend. The drawing or other random method for resolving a tie will be conducted in the presence of three (3) individuals who will attest to the results.

Competitive Proposals

Unlike sealed bidding, the competitive proposal method permits consideration of technical factors other than price, discussion with offerors concerning offers submitted, negotiation of contract price or estimated cost and other contract terms and conditions, revision of proposals before the final contractor selection, and the withdrawal of an offer at any time up until the point of award. Award is normally made on the basis of the proposal that represents the best overall value to RRHA, considering price and other factors, e.g., technical expertise, past experience, quality of proposed staffing, etc., set forth in the solicitation and not solely the lowest price.

- A. **Conditions for Use.** Where conditions are not appropriate for the use of sealed bidding, competitive proposals may be used. Competitive proposals are the preferred method for procuring professional services that will exceed the small purchase threshold.
- B. **Form of Solicitation.** Other than A/E services, competitive proposals shall be solicited through the issuance of a RFP. The RFP shall be publicized and shall clearly identify the importance and relative value of each of the evaluation factors as well as any subfactors and price. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals until after award. RRHA may assign price a specific weight in the evaluation criteria or RRHA may consider price in conjunction with technical factors; in either case, the method for evaluating price shall be established in the RFP.
- C. **Evaluation.** Proposals must be solicited from an adequate number of qualified sources. The proposals shall be evaluated only on the criteria stated in the RFP. Where not apparent from the evaluation criteria, RRHA shall establish a written Evaluation Plan for each RFP. Generally, all RFPs shall be evaluated by an appropriately appointed Evaluation Committee. The Evaluation Committee shall be required to disclose any potential conflicts of interest and to sign a Non-Disclosure statement. An Evaluation Report, summarizing the results of the evaluation, shall be prepared prior to award of a contract.
- D. **Negotiations.** Negotiations shall be conducted with all offerors who submit a proposal determined to have a reasonable chance of being selected for award, unless it is determined that negotiations are not needed with any of the offerors. This determination is based on the relative score of the proposals as they are evaluated and rated in accordance with the technical and price factors specified in the RFP. These offerors shall be treated fairly and equally with respect to any opportunity for negotiation and revision of their proposals. No offeror shall be given any information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal.

A common deadline shall be established for receipt of proposal revisions based on negotiations. Negotiations are exchanges (in either competitive or sole source environment) between RRHA and offerors that are undertaken with the intent of allowing the offeror to revise its proposal. These negotiations may include bargaining. Bargaining includes persuasion,

alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract or other terms of a proposed contract. When negotiations are conducted in a competitive acquisition, they take place after establishment of the competitive range and are called discussions.

Discussions are tailored to each offeror's proposal, and shall be conducted by the contract administrator with each offeror within the competitive range. The primary object of discussions is to maximize RRHA's ability to obtain best value, based on the requirements and the evaluation factors set forth in the solicitation. The contract administrator shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the contract administrator, be altered or explained to enhance materially the proposer's potential for award. The scope and extent of discussions are a matter of the contract administrator's judgment.

The contract administrator may inform an offeror that its price is considered by RRHA to be too high, or too low, and reveal the results of the analysis supporting that conclusion.

It is also permissible to indicate to all offerors the cost or price that the RRHA's price analysis, market research, and other reviews have identified as reasonable. "Auctioning" (revealing one offeror's price in an attempt to get another offeror to lower their price) is prohibited. Proprietary information from competing offerors shall not be disclosed to the public or to competitors.

- A. **Award.** After evaluation of the revised proposals, if any, the contract shall be awarded to the responsible firm whose technical approach to the project, qualifications, price and/or any other factors considered, are most advantageous to RRHA (with price and other factors considered) provided that the price is within the maximum total project budgeted amount established for the specific property or activity.
- B. **A/E Services.** RRHA must contract for A/E services using Qualification Based Selection (QBS) procedures, utilizing a Request for Qualifications (RFQ). Sealed bidding shall not be used for A/E solicitations. Under QBS procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. QBS procedures shall not be used to purchase other types of services, though architectural/engineering firms are potential sources.

RRHA may contract for A/E services relating to multiple construction projects to be awarded, but only as permitted under the provisions of Virginia Code § 2.2-4303.1.

Noncompetitive Proposals

- A. **Conditions for Use.** Procurement by noncompetitive proposals (sole-source) may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, cooperative purchasing, or competitive proposals, and if one of the following applies:
 1. The item is available only from a single source, based on a good faith review of available sources;

2. An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to RRHA, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction without delay such that the need cannot be met through any of the other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary simply to meet the emergency;
 3. HUD authorizes the use of noncompetitive proposals; or
 4. After solicitation of a number of sources, competition is determined inadequate.
- B. **Justification.** Each procurement based on noncompetitive proposals shall be supported by a written justification for the selection of this method. The justification shall be approved in writing by the responsible Contracting Officer. Poor planning or lack of planning is not justification for emergency or sole-source procurements. The justification, to be included in the procurement file, should include the following information:
1. Description of the requirement;
 2. History of prior purchases and their nature (competitive vs. noncompetitive);
 3. The specific exception in 24 CFR 85.36(d)(4)(i)(A) through (D) which applies;
 4. Statement as to the unique circumstances that require award by noncompetitive proposals;
 5. Description of the efforts made to find competitive sources (advertisement in trade journals or local publications, phone calls to local suppliers, issuance of a written solicitation, etc.);
 6. Statement as to efforts that will be taken in the future to promote competition for the requirement;
 7. Signature by the Contracting Officer's supervisor (or someone above the level of the Contracting Officer); and
 8. Price Reasonableness. The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing an analysis, as described in this Policy.

Cooperative Purchasing/Intergovernmental Agreements

RRHA may enter into State and/or local cooperative or intergovernmental agreements to purchase or use common supplies, equipment, or services. The decision to use an interagency agreement instead of conducting a direct procurement shall be based on economy and efficiency. If used, the interagency agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. RRHA may use Federal or

State excess and surplus property instead of purchasing new equipment and property if feasible and if it will result in a reduction of project costs. The goods and services obtained under a cooperative purchasing agreement must have been procured in accordance with 24 CFR 85.36.

Reverse Auctioning

Reverse auctioning is a procurement method wherein bidders are invited to bid on specific goods or nonprofessional services through real-time electronic bidding, with the award being made to the lowest responsive and responsible bidder. During the bidding process, bidder's prices are revealed and bidder's shall have the opportunity to modify their bid prices for the duration of the time period established for bid opening. RRHA may use reverse auctioning for the purchase of goods or nonprofessional services (but not construction or professional services). Reverse auctioning may be used only as permitted under the provisions of the Virginia Public Procurement Act, and RRHA must comply with all applicable requirements of the procurement standards contained in 2 CFR Part 200 with regard to the conditions, solicitation,

COMMENTS CONCERNING SPECIFICATIONS

Each IFB or RFP issued shall contain instructions for comments concerning specifications or other provisions in the IFB or RFP to be submitted to the Contracting Officer or other individual identified by RRHA. All comments received shall be considered prior to the time set for award of the contract.

ICE

For all purchases above the Micro Purchase threshold, RRHA shall prepare an independent cost estimate (ICE) prior to solicitation. The level of detail shall be commensurate with the cost and complexity of the item to be purchased.

COST AND PRICE ANALYSIS

RRHA shall require assurance that, before entering into a contract, the price is reasonable, in accordance with the following instructions.

Petty Cash and Micro Purchases

No formal cost or price analysis is required. Rather, the execution of a contract by the Contracting Officer (or designee) through Purchase Order or other means, shall serve as the Contracting Officer's determination that the price obtained is reasonable, which may be based on the Contracting Officer's prior experience or other factors.

Small Purchases

A comparison with other offers shall generally be sufficient determination of the reasonableness of price and no further analysis is required. If a reasonable number of quotes is not obtained to establish reasonableness through price competition, the contract administrator shall document price reasonableness through other means, such as prior purchases of this nature, catalog prices, the contract administrator's personal knowledge at the time of purchase, comparison to the ICE, or any other reasonable basis.

Sealed Bids

The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, and when the bid received is substantially more than the ICE, and where RRHA cannot reasonably determine price reasonableness, RRHA must conduct a cost analysis, consistent with federal guidelines, to ensure that the price paid is reasonable.

Competitive Proposals

The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, RRHA must compare the price with the ICE. For competitive proposals where prices cannot be easily compared among offerors, where there is not adequate competition, or where the price is substantially greater than the ICE, RRHA must conduct a cost analysis, consistent with Federal guidelines, to ensure that the price paid is reasonable.

Negotiation of Profit

Profit must be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed; the risk borne by the contractor; the contractor's investment; the amount of subcontracting; the quality of the contractor's record of past performance; and industry profit rates in the surrounding geographical area for similar work.

Contract Modifications

A cost analysis, consistent with federal guidelines, shall be conducted for all contract modifications for projects that were procured through Sealed Bids, Competitive Proposals, or Non-Competitive Proposals, or for projects originally procured through Small Purchase procedures and the amount of the contract modification will result in a total contract price in excess of \$100,000.

SOLICITATION AND ADVERTISING

Method of Solicitation

- A. **Petty Cash and Micro Purchases.** RRHA may contact only one source if the price is considered reasonable.
- B. **Small Purchases.** Quotes may be solicited orally, through fax, or by any other reasonable method.
- C. **Sealed Bids and Competitive Proposals.** Solicitation must be done publicly. RRHA shall use one or more of the following solicitation methods, provided that the method employed provides for meaningful competition.
 - 1. Advertising in newspapers of general circulation.
 - 2. Advertising in various trade journals or publications (for construction).

3. E-Procurement. RRHA may conduct its public procurements through the Internet using e- procurement systems. However, all e-procurements must otherwise be in compliance with 24 CFR 85.36, State and local requirements, and the Authority's procurement policy, and may include posting on the Virginia Department of General Services' central electronic procurement website.

Time Frame

For purchases of more than \$100,000, the public notice should run not less than once each week for two consecutive weeks.

Form

Notices/advertisements should state, at a minimum, the place, date, and time that the bids or proposals are due, the solicitation number, a contact who can provide a copy of, and information

Time Period for Submission of Bids

A minimum of 30 days shall generally be provided for preparation and submission of sealed bids and 15 days for competitive proposals; however, subject to the requirements of the Virginia Public Procurement Act, the Executive Director may allow for a shorter period under extraordinary circumstances.

Cancellation of Solicitations

- A. An IFB, RFP, or other solicitation may be cancelled before bids/offers are due if:
 1. The supplies, services or construction is no longer required;
 2. The funds are no longer available;
 3. Proposed amendments to the solicitation are of such magnitude that a new solicitation would be best; or
 4. Other similar reasons.
- B. A solicitation may be cancelled and all bids or proposals that have already been received may be rejected if:
 1. The supplies or services (including construction) are no longer required;
 2. Ambiguous or otherwise inadequate specifications were part of the solicitation;
 3. All factors of significance to RRHA were not considered;
 4. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
 5. There is reason to believe that bids or proposals may not have been independently determined in open competition, may have been collusive, or may

- have been submitted in bad faith; or
6. For good cause of a similar nature when it is in the best interest of RRHA.
- C. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request.
 - D. A notice of cancellation shall be sent to all bidders/offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any resolicitation or future procurement of similar items.
 - E. If all otherwise acceptable bids received in response to an IFB are at unreasonable prices an analysis should be conducted to see if there is a problem in either the specifications or RRHA's cost estimate. If both are determined adequate and if only one bid is received and the price is unreasonable, the Contracting Officer may cancel the solicitation and either
 1. Re-solicit using an RFP; or
 2. Complete the procurement by using the competitive proposal method. The Contracting Officer must determine, in writing, that such action is appropriate, must inform all bidders of RRHA's intent to negotiate, and must give each bidder a reasonable opportunity to negotiate.
 - F. If problems are found with the specifications, RRHA should cancel the solicitation, revise the specifications and resolicit using an IFB.

Credit (or Purchasing) Cards

Authorized credit card holders may use a credit card for purchases within the transaction and billing cycle limits detailed on the RRHA Approval Authorization Schedule. Purchases made with a credit card must follow all procurement procedures associated with such purchase. Cash advances are prohibited. Credit card purchases will be subject to scheduled and unscheduled audits on a year round basis.

BONDING REQUIREMENTS

The standards under this section apply to construction contracts that exceed \$100,000. There are no bonding requirements for small purchases or for competitive proposals. RRHA may require bonds in these latter circumstances when deemed appropriate; however, non-construction contracts should generally not require bid bonds.

- A. Bid Bonds. For construction contracts exceeding \$100,000, offerors shall be required to submit a bid guarantee from each bidder equivalent to 5% of the bid price.
- B. Payment Bonds. For construction contracts exceeding \$100,000, the successful bidder shall furnish:
 1. A performance bond for 100% of the contract price; and
 2. A payment bond, for 100% of the contract price;

- C. These bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the State where the work is to be performed. Individual sureties shall not be considered. U. S. Treasury Circular Number 570 lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies on this circular is mandatory.

CONTRACTOR QUALIFICATIONS AND DUTIES

Contractor Responsibility

RRHA shall not award any contract until the prospective contractor, i.e., low responsive bidder, or successful offeror, has been determined to be responsible. A responsible bidder/offeror must:

- A. Have adequate financial resources to perform the contract, or the ability to obtain them;
- B. Be able to comply with the required or proposed delivery or performance schedule and requirements, taking into consideration all the bidder's/offeror's existing commercial and governmental business commitments;
- C. Have a satisfactory performance record;
- D. Have a satisfactory record of integrity and business ethics;
- E. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- F. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and,
- G. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed LDP.
- H. Register and participate in the "E-Verify program" operated by the U. S. Department of Homeland Security (or successor work verification program) to verify the work authorization status of newly hired employees, if the contractor has more than an average of 50 employees for the previous 12 months.

If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official contract file, and the prospective contractor shall be advised of the reasons for the determination.

Suspension and Debarment

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) or by other Federal agencies, e.g.,

Dept. of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings.

Vendor Lists

All interested businesses shall be given the opportunity to be included on vendor mailing lists. Any lists of persons, firms, or products which are used in the purchase of supplies and services (including construction) shall be kept current and include enough qualified sources to ensure competition. Also, RRHA shall not preclude potential bidders for qualifying during the solicitation period.

CONTRACT PRICING ARRANGEMENTS

Contract Types

Any type of contract which is appropriate to the procurement and which will promote the best interests of RRHA may be used, **provided the cost-plus-a-percentage-of-cost and percentage-of-construction-cost methods are not used.** All solicitations and contracts shall include the clauses and provisions necessary to define the rights and responsibilities of both the contractor and RRHA.

Any use of a time and material type of contract must be supported by a written determination as to why no other contract type is suitable. RRHA may use time and material type contracts only after a determination that no other contract is suitable and only if the contract includes a ceiling price that the contractor exceeds at its own risk.

Options

Options for additional quantities or performance periods may be included in contracts, provided that:

- A. The option is contained in the solicitation;
- B. The option is a unilateral right of the Authority;
- C. The contract states a limit on the additional quantities and the overall term of the contract;
- D. The options are evaluated as part of the initial competition;
- E. The contract states the period within which the options may be exercised;
- F. The options may be exercised only at the price specified in or reasonably determinable from the contract; and
- G. The options may be exercised only if determined to be more advantageous to RRHA than conducting a new procurement.

CONTRACT CLAUSES

All contracts should identify the contract pricing arrangement as well as other pertinent terms and conditions, as determined by RRHA.

Additionally, the forms HUD-5369, 5369-A, 5369-B, 5369, 5370, 5370-C, and 51915-A, which contain all HUD-required clauses and certifications for contracts of more than \$100,000, as well as any forms/clauses as required by HUD for small purchases, shall be used in all corresponding solicitations and contracts issued by this Authority. To the extent that Appendix II to 2 CFR Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards contains any additional required contract clauses then such clauses shall also be included.

Where appropriate, RRHA may require a value engineering clause in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

PROCUREMENT OF RECOVERED MATERIALS

RRHA and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeds \$10,000; procuring solid waste management waste services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SMOKE-FREE PUBLIC HOUSING

Effective July 1, 2018, 24 C.F.R. § 965.653 requires RRHA to implement a policy prohibiting the use of prohibited tobacco products in all public housing living units and common areas (including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, restrooms, and similar structures), as well as in outdoor areas within 25 feet from public housing, maintenance, storage, and administrative office buildings and certain exterior structures (collectively, “Restricted Areas”), which are part of public housing properties.

As a part of this policy, Contractor and Contractor’s employees are prohibited from using prohibited tobacco products in any Restricted Areas. Prohibited tobacco products shall only be used in designated smoking areas established by RRHA.

Prohibited tobacco products include items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes (including waterpipes or hookahs).

CONTRACT ADMINISTRATION AND OVERSIGHT

RRHA shall maintain a system of contract administration and oversight designed to ensure that contractors perform in accordance with their contracts or purchase orders. These systems shall

provide for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on major projects including construction contracts, and similar matters. For cost-reimbursement contracts, costs are allowable only to the extent that they are consistent with the cost principles in HUD Handbook 2210.18.

SPECIFICATIONS AND REQUIREMENTS

General

All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying RRHA needs. Specifications shall be reviewed prior to issuing any solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Function or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

Limitations

The following types of specifications shall be avoided:

- A. geographic restrictions not mandated or encouraged by applicable Federal law (except for A/E contracts, which may include geographic location as a selection factor if adequate competition is available);
- B. brand name specifications (unless the specifications list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use; a "brand name or equivalent" description may be used as a means to define the performance of other salient requirements of the procurement).

Additionally, to promote full and open competition, the following shall be avoided:

- A. placing unreasonable requirements on firms in order for them to qualify to do business.
- B. requiring unnecessary experience and excessive bonding.

Nothing in this procurement policy shall preempt any State licensing laws.

Contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals are excluded from competing for such procurements.

APPEALS AND REMEDIES

General

RRHA will attempt to resolve all contractual and administrative issues informally and without litigation. Disputes will not be referred to HUD unless all administrative remedies

have been exhausted. When appropriate, a mediator may be used to help resolve differences.

Informal Appeals Procedure

To issue a bid protest/appeal for contracts of \$100,000 or less, the bidder/contractor may request to meet with the appropriate Contract Officer.

Formal Appeals Procedure for Contracts More Than \$100,000

- A. **Bid Protest.** Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for the receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the contract receives notice of the contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant.
- B. **Contractor Claims.** All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to the next higher level of authority in RRHA. Contractor claims shall be governed by the Changes clause in the form HUD-5370.

ASSISTANCE TO SMALL AND OTHER BUSINESSES

Required Efforts

Consistent with Presidential Executive Orders 11625, 12138, and 12432, Section 3 of the HUD Act of 1968, and 2.2-4310 of the Virginia Public Procurement Act, all feasible efforts shall be made to ensure that small and minority-owned businesses, women's business enterprises, service disabled veteran-owned businesses, and other individuals or firms located in or owned in substantial part by persons residing in the area of RRHA project are used when possible.

Whenever solicitations are made, RRHA shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity.

RRHA has adopted a Section 3 Policy and is available for review at G:\Purchasing\Section 3 Policy. Please refer to this document for specific policy requirements as well as procedures.

Efforts to utilize small and minority-owned businesses, women's business enterprises, service disabled veteran-owned businesses and other businesses shall include, but shall not be limited to:

- A. Including such firms, when qualified, on solicitation mailing lists;
- B. Encouraging their participation through direct solicitation of bids or proposal whenever

they are potential sources;

- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- E. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Department of Small Business and Supplier Diversity;
- F. Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so- called Section 3 businesses); and
- G. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.
- H. Goals shall be established periodically for participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, service disabled veteran-owned businesses, and Section 3 business concerns in RRHA prime contracts and subcontracting opportunities.

Definitions

1. A **small business** is defined as a business that is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR Part 121 should be used to determine business size. For non-federal procurements, RRHA shall apply the definition of “small business” found in the Virginia Code § 2.2-4310
2. A **minority-owned business** is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.
3. A **women’s business enterprise** is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.
4. A “**Section 3 business concern**” is as defined under 24 CFR Part 135.
5. A **labor surplus area business** is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined

by the DOL in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

6. A **service disabled veteran-owned business** means a business concern that is at least 51% owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

BOARD APPROVAL OF PROCUREMENT ACTIONS

The RRHA Procurement Policy and all its revisions must be submitted to the Board of Commissioners for review and approval.

All contracts having a dollar value of \$100,000 or more must be submitted to the Board of Commissioners for review and approval prior to awarding a contract. For all contracts of \$100,000 or more, any and all change orders, contract modifications, and/or amendments having a dollar value of \$25,000 or more must be submitted to the Board of Commissioners for review and approval prior to executing the contract modification.

For all contracts of \$100,000 or more, any and all change orders, contract modifications, and/or amendments that result in a cumulative dollar value that exceeds 10% of the original contract value, must be submitted to the Board of Commissioners for review and approval prior to executing the contract modification.

INTERPRETATION OF POLICY

In the event of ambiguity, contradiction or unforeseen situations not addressed clearly or directly in this policy, the Executive Director shall use his/her best professional judgment in making a decision that will best protect the interest of RRHA and ensure RRHA's compliance with applicable statutory and regulatory requirements.

DELEGATION OF CONTRACTING AUTHORITY

While the Executive Director is responsible for ensuring that RRHA's procurements comply with this Policy, the Executive Director may delegate all procurement authority as is necessary and appropriate to conduct the business of the Agency.

Further, and in accordance with this delegation of authority, the Executive Director has established operational procedures to implement this Policy. The Procurement Procedure Manual is located on the "P" drive making it available to all employees of RRHA.

DOCUMENTATION

RRHA must maintain records sufficient to detail the significant history of each procurement action. These records shall include, but shall not necessarily be limited to, the following:

- A. Rationale for the method of procurement (if not self-evident) including any

- pre- procurement review;
- B. Rationale of contract type and pricing arrangement (also if not self-evident) including any technical specifications, requests for proposals or invitations for bid, and independent cost estimates;
 - C. Reason for accepting or rejecting the bids or offers;
 - D. Basis for the contract price (as prescribed in this handbook);
 - E. A copy of the contract documents awarded or issued and signed by the Contracting Officer;
 - F. Basis for contract modifications; and
 - G. Related contract administration actions.

The level of documentation should be commensurate with the value of the procurement.

Records are to be retained for a period of five years after final payment and all matters pertaining to the contract are closed.

FUNDING AVAILABILITY

Before initiating any contract, RRHA shall ensure that there are sufficient funds available to cover the anticipated cost of the contract or modification.

SELF-CERTIFICATION

RRHA self-certifies that this Procurement Policy, and RRHA's procurement system, complies with all applicable Federal regulations and, as such, RRHA is exempt from prior HUD review and approval of individual procurement action.

The City of Roanoke, VA

Parcel Id: 3250110

No Photo Available

Property Address:

0 BLUESTONE AV NE
ROANOKE, VA



SUMMARY:

Mailing Address:

PO BOX 6627
ROANOKE, VA 24017

Zoning: RM-1

Property Acreage: 0.5645

Property Sq. Footage: 24590

Neighborhood: 40 - 460 East

Property Frontage: 120

Property Class: 158-Vacant-Other

Property Depth: 182.00

Legal Description: LOT 9 BLK 1 BLUESTONE
ADD

FLOOD ZONE INFORMATION:

Special Flood Hazard Area:

Firm Panel: 51161C0166G

Floodway:

OWNERSHIP HISTORY:

Sale Date	Sale Amount	Grantee	Grantor	Document Number
2009-09-02	\$0.00	HABITAT FOR HUMANITY IN THE ROANOKE	BURNETT ROSA MOSES (Inactive)	090010172
1984-09-10	\$0.00	BURNETT ROSA MOSES (Inactive)	SINK JESSE H & NANNIE R (Inactive)	
1963-09-13	\$0.00	SINK JESSE H & NANNIE R (Inactive)	RICHARDSON JAMES E & LILLIAN A (Inac	
1963-03-22	\$0.00	RICHARDSON JAMES E & LILLIAN A (Inac	DEMPSEY J D & NANNIE E (Inactive)	
1954-06-01	\$0.00	DEMPSEY J D & NANNIE E (Inactive)	HAMM CARLYLE B & ALICE G (Inactive)	
1951-08-25	\$0.00	HAMM CARLYLE B & ALICE G (Inactive)	NESTER OCIE R ETVIR (Inactive)	

N/A	238	\$0.00	NESTER OCIE R ETVIR (Inactive)		
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ASSESSMENTS:

Valuation Date	Land Value	Improvement Value	Total Value
2019-01-01	\$15,000.00	\$0.00	\$15,000.00
2018-01-01	\$15,000.00	\$0.00	\$15,000.00
2017-01-01	\$15,000.00	\$0.00	\$15,000.00
2016-01-01	\$15,000.00	\$0.00	\$15,000.00
2015-01-01	\$15,000.00	\$0.00	\$15,000.00

RESIDENTIAL DWELLING DETAIL:

Primary Photo:

Primary Sketch:

No Photo Available



No Photo Available



IMPROVEMENTS:



