

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, April 22, 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 Burruss, Garner, Karnes, Kepley, Smith
ABSENT:	Commissioners Anguiano, Witten
OFFICER PRESENT:	Mrs. Glenda Edwards Goh, Secretary-Treasurer
ALSO PRESENT:	Jackie Austin, VP of Finance/CFO; David Bustamante, VP of Housing; Betsy Crow, VP of Human Resources and Administration; Frederick Gusler, Director of Redevelopment and Revitalization; Crystal Hall, Community Support Services Director; Donald Jump, Certified Public Accountant, Jump, Perry and Company, LLP; Mark Loftis, Legal Counsel; Joel Shank, VP of Operations; Kelly Martin, Senior Executive Assistant; Evangeline Richie, Site Manager; Patricia White-Boyd, Roanoke City Council Alternate Liaison

Chair Garner welcomed everyone to today's meeting.

**REPORTS**

1. Financial Report

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 introduced Evangeline Richie as the new Vice President of Housing. She explained that Ms. Richie went through a selection process that involved two interview panels, and those serving on the panels included Mrs. Goh, all of the Vice Presidents, and Commissioner Smith. Ms. Richie has accepted the position. Mrs. Goh said that the Roanoke Redevelopment and Housing Authority (RRHA) will now proceed to fill Ms. Richie's current position as the Site Manager at Villages at Lincoln. Once that is done, Ms. Richie will begin to transition into the new position.

Ms. Richie thanked RRHA for the opportunity to take on this new role and she is looking forward to working with everyone and the new position. She asked for patience from the Board as she transitions into this new role. Commissioner Burruss commented that it is a challenging role, and she appreciates Ms. Richie's willingness to accept the position.

Mrs. Goh informed the Board that the United States Department of Housing and Urban Development (HUD) has not officially notified RRHA yet, but she received an email from Gwen Mason at Senator Kaine's office, saying that the Senator had been informed that RRHA's capital fund award for this year is going to be \$3,425,178, which is about \$100,000 more than last year. Mrs. Goh said that she is hopeful that the trend of including elimination of the Capital Fund program in the President's budget proposal continue to result in increased funding, as it has for the last two

years.

Mrs. Goh stated that Mr. Gusler submitted a proposal to the City on behalf of RRHA in response to the City's Request for Proposals regarding the Melrose Library, which will be vacated when the library moves to its new location later this year. The deadline for the proposal was April 15, 2019, and it appears that City Council will start discussions in early May.

Mrs. Goh stated that the resolutions are included on the agenda today for ratifying contracts associated with RRHA's Operating Fund Financing Program (OFFP) loan. These are the contracts that the Board provided approval at April's meeting based on estimated amounts, in order to allow execution of the contracts before HUD's deadline. Mrs. Goh informed the Board that RRHA was able to get a loan closed and the contracts executed by the deadline.

Responding to Commissioner Burruss' inquiry about contacting City Council to endorse the idea of RRHA becoming the owners of the Melrose Library, Ms. White-Boyd, the recently appointed City Council alternate liaison to RRHA, said she would be happy to communicate information to City Council.

In response to a question from Chair Garner, Ms. White-Boyd stated that she was not aware of how many proposals have been submitted but will seek information. Chair Garner mentioned that individuals have asked him about the proposals and if RRHA would be participating.

Commissioner Burruss welcomed Ms. White-Boyd and asked if the Board should initiate a conversation with Mr. Cowell at the City. Ms. White-Boyd replied that the Board could definitely reach out to him. She is aware that some conversations

have taken place but she is unaware of where it falls in the budget or what has been discussed.

Responding to Ms. White-Boyd, Commissioner Burruss stated that there was no urgency in reaching out to the City but, since the subject concerning the Melrose Library was being discussed and Ms. White-Boyd was present, the Board did not want to miss the opportunity to bring up the subject. Mr. Gusler added that the City has already reached out to RRHA asking for clarification on a few items in the submitted application. He stated that the City staff would not disclose how many people submitted a proposal. Mrs. Goh added that she and Mr. Bustamante have a meeting with the Mayor and City Manager later in the week, and they would take the opportunity to mention the library during the meeting. She explained that this meeting was scheduled to introduce Mr. Bustamante as the next Executive Director.

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.

Chair Garner stated that the Audit Committee met on April 18, 2019. Mr. Jump from Jump, Perry and Company, LLP, the outside auditors, will present the audit today.

Chair Garner asked if there were any additional comments or questions. There

were none.

#### 5. Commissioner Comments

Commissioner Burruss inquired about 427 Gilmer Avenue, stating that RRHA has hoped for something to happen with that property for some time and it is disappointing to hear that Real Experiences Affecting Change (REACH) and the Gainsboro Southwest Community Organization are no longer partnering on a plan for the property. Mrs. Goh explained that Mr. Gusler informed the neighborhood group that RRHA submitted an application to the City for Community Development Block Grant (CDBG) funds to do some environmental work concerning the lead and asbestos surveys including vegetation clearing and it was not approved. Mr. Gusler said that he had informed the organization that RRHA would get back with them on the plan to proceed once additional information was received from the City concerning the CDBG funding. Mr. Gusler said that the neighborhood group has had over two years to come up with funding sources for rehabilitation of the property, and RRHA would prefer to be able to transfer the property to the neighborhood group. He said that the property is deteriorating, to the point that no one is going to be able to save it if something does not happen soon. Mr. Gusler has informed the neighborhood group that RRHA will be considering other proposals. As recently as April 18, 2019, Martin Jeffrey, on behalf of the neighborhood group emailed a list of the committee members and their partners and said they are still trying to figure out funding. Mr. Jeffrey said they are still strongly committed to revitalizing that property and it is their hope and desire that RRHA transfer that property to them. Mr. Gusler explained that RRHA cannot transfer the property if a feasible and viable development plan is not in place,

which includes funding for the revitalization of the property. Mrs. Goh stated that if someone comes forth with a plan and the ability to follow through with the plan, she believes the Board will have to consider the request because the property is going to reach the point, in the not too distant future, when demolition will be the only option.

Mr. Gusler stated that RRHA continues to receive calls from investors concerning the property but the neighborhood would like a homeowner to take possession of the property.

Responding to Commissioner Burruss, Mrs. Goh stated that the reason RRHA must transfer the property to an entity that has a viable funding plan is because RRHA is a redevelopment authority and does not just buy and sell property; rather, RRHA's requirement is that the property is transferred for redevelopment, ideally to its best and highest use.

Mrs. Goh responded to Commissioner Burruss saying that she believes that the neighborhood group has a commitment and they want to redevelop the property; however, they do not have the funding to do so, and RRHA is not able to provide funding. She added that if the neighborhood group does not have the means to get the property renovated, it would have to be demolished under their ownership as well.

In response to Commissioner Burruss, Mr. Gusler explained that the group, REACH was partnering with Gainsboro, and they stepped away from the project because they felt that the commitments did not align. He said that RRHA asked for a pro-forma to demonstrate what could be done with the property and per CDBG regulations it has to be used for low to moderate income families. He stated that

RRHA must adhere to compliance with the CDBG regulations because, even though RRHA partnered with the City, RRHA is a sub-grantee and could be held responsible.

Responding to Commissioner Kepley, Mrs. Goh said that there is no reason RRHA cannot consider an individual's proposal on the property, except that RRHA has committed to work with the neighborhood in good faith and give them the first opportunity to come up with a plan. She explained that it is part of the Gainsboro neighborhood and that neighborhood still has some wounds from urban renewal in the 70s. She said that it is important in every neighborhood RRHA works with, and no place more so than Gainsboro, and the goal is to work with the neighborhood versus doing things to the neighborhood. She said that this situation has become a real challenge, because the neighborhood group seems well-intentioned, and their interest and commitment are genuine, but they have not been able to come up with the necessary funding. They have identified a number of partners, but none willing to provide funding for redevelopment of the property.

Mrs. Goh responded to Commissioner Kepley's inquiry stating that Mr. Gusler has set a deadline a couple of times for the neighborhood to submit a plan and funding. She stated that the neighborhood group subsequently contacted Mrs. Goh to complain about not being given adequate opportunity to finalize their plans. She said that both she and Mr. Gusler have explained to the group that RRHA has to move forward because RRHA cannot in good conscience allow the property to deteriorate past the point that it is feasible for rehabilitation.

Mrs. Goh confirmed to Commissioner Burruss that a tree is growing under the foundation.

Responding to Chair Garner, Mrs. Goh stated that RRHA has owned this property for ten years, and the discussion with the neighborhood has been going on for at least two years.

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

6. City Council Liaison Comments or Discussion

Ms. White-Boyd stated she did not have any additional comments to make; she was just appointed a couple of weeks ago and is attending today to observe. Chair Garner welcomed her aboard.

Chair Garner asked if there were any additional 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, March 25, 2019.

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

C-2 Monthly Operations Report for the month of March 2019.

RECOMMENDED ACTION: File as submitted

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

was recorded:

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

NAYS: None

Chair Garner thereupon declared said motion carried as introduced.

## **II. REGULAR AGENDA**

### 1. Presentation of Audit Draft – Donald Jump, Jump, Perry and Company, LLP

Chair Garner mentioned that the Audit Committee met with Mr. Jump and reviewed the draft audit and asked questions. He said that he was happy to report that there were no irregularities or issues. Chair Garner stated this would be the eleventh year that RRHA has had a very good audit.

Mr. Jump began a brief overview of the contents of the draft audit by referring the Commissioners to the table of contents. He said that there are several reports that are the responsibility of the auditor: the Independent Auditor's report; the Independent Auditor's report on Internal Control of Financial Reporting; a report on Major Programs; a report on the Financial Data Schedule, which is HUD's version of the financial statements structured the way HUD requires. The first, he explained, is the report on the financial statement package in which the auditors look at the financial statements, the internal control of the financial statements, and other substantive information and offer their opinion on whether it reports appropriately in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) principles. Mr. Jump stated that, in the case of RRHA, it is an unmodified and clean opinion, which is exactly the desired outcome.

Mr. Jump said that there is an area in the audit called management discussion and analysis; it is only five pages and it provides a good comparative analysis of the housing authorities operations for the last two years as well as the end of the year statement of net assets.

Mr. Jump pointed out the basic financial statements on pages 10-40 that includes all footnotes, financials and support documents. He said that on pages 43-44 is the report on compliance with major programs, and these programs are rotated on an annual basis so that over time every program is assessed. The term major programs simply means that these are the programs the auditor chose to dive into and do a detailed test of compliance. This year's major programs were Housing Choice Vouchers and Mainstream Vouchers, which totaled about \$13.7 million of federal funds. Also, the Jobs Plus pilot program was selected, which is a lot smaller fund but for the first time exceeded the major program threshold level of \$750,000. Mr. Jump explained that over \$14 million of RRHA's federal funds were reviewed, which represents a substantial portion of the total of almost \$21 million. Once again, Mr. Jump said he was happy to report that there were no issues and no findings.

Mr. Jump stated that there were no new GASB pronouncements that were implemented this year. Last year GASB 75, which dealt with other post-employment benefits, essentially health benefits, was implemented a year early. There are no significant changes this year with the financials. He said that the net assets are very solid and RRHA is on very strong financial ground in terms of the unrestricted net assets. Mr. Jump said that the agency is very well run, and he thanked Ms. Austin and her staff for their assistance. He stated that when the audit is conducted they not only

work with Ms. Austin and her staff, they deal with pretty much everyone at RRHA due to the major programs, and the auditors receive terrific support.

Chair Garner said that if there are any questions RRHA will reach out to Mr. Jump. He would like to echo what Mr. Jump said, again this is the eleventh year of unmodified opinions. He believes this was a very difficult year considering the software challenges and all that RRHA has been dealing with. Chair Garner would like to commend Ms. Austin and the staff managing the challenges so that there were no glitches that could have caused RRHA to lose the unmodified opinion. Chair Garner stated that the outcome of the audit results speaks well of the whole staff.

## 2. Resolution No. 4000

Mr. Shank presented Resolution No. 4000, requesting the Board to ratify the award of a contract to Russell's Remodeling, LLC for Section 504/ADA modifications for four apartment units at Melrose Towers. RRHA was under a tight time constraint, which included getting this work under contract as well as securing the financing and the closing. He stated that the Board gave approval on this project for a not to exceed amount of \$335,000 under the following conditions: RRHA follows HUD's procurement regulations; RRHA procurement policies are followed; the Executive Director and legal counsel review the contract prior to execution; and a resolution to ratify the contracts would be brought to the Board, along with a copy of the contracts.

Mr. Shank stated that two bids were received, Russell's Remodeling, LLC, which was the lowest bid, \$260,000; and Building Specialists Inc. for \$383,000.

Chair Garner stated that the bid amounts reflect a huge discrepancy. Mr. Shank explained that he estimated the amount to be around \$291,000. He spoke with Mr. Russell to review the bid and concluded that everything was included, and Mr. Russell felt confident about his price. Chair Garner pointed out that Russell's Remodeling, LLC quote was lower than Mr. Shank's estimated amount.

Commissioner Burruss introduced Resolution No. 4000 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY RATIFYING THE AWARD OF A CONTRACT TO RUSSELL'S REMODELING, LLC, FOR SECTION 504/ADA MODIFICATIONS FOR FOUR APARTMENT UNITS AT MELROSE TOWERS UNDER OPERATING FUND FINANCING PROGRAM AND CAPITAL FUND PROGRAM GRANT NUMBER VA36P01150118

WHEREAS, the City of Roanoke Redevelopment and Housing Authority (RRHA) Board of Commissioners, by Resolution 3998, authorized the execution of a contract for Section 504/ADA Modifications for four (4) apartment units for Melrose Towers, AMP 206, for an amount not to exceed \$335,000, in accordance 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 contract 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; and

WHEREAS, RRHA issued an Invitation for Bid on March 10, 2019, with bids being due on April 2, 2019; and

WHEREAS, RRHA received two (2) responsive bids to the invitation, which were opened for consideration, such bids being as follow:

<u>Bidder</u>	<u>Total Bid Amount</u>
Russell's Remodeling, LLC (Self-certified as Section 3 Business Concern)	\$260,000

Building Specialists, Inc.

\$383,000

WHEREAS, HUD regulations at 24 CFR 135.1 state that “section 3 of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u) (section 3) directs that employment and other economic opportunities generated by certain HUD financial assistance shall to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to business concerns which provide economic opportunities to low- and very low-income persons.”; and

WHEREAS, Russell’s Remodeling, LLC self-certified as a Section 3 Business Concern and submitted the low bid amount; and

WHEREAS, the allowable HUD Section 3 preference is not a determining factor in the procurement; and

WHEREAS, the amount of the bid submitted by Russell’s Remodeling, LLC, was determined to be fair and reasonable for the work specified when compared to the amount of the independent cost estimate based on R S Means Cost Data, for the project; and

WHEREAS, review, evaluation, and confirmation of bid documentation has been completed, and Russell’s Remodeling, LLC has been found to be capable and in all other respects acceptable to RRHA; and

WHEREAS, the Vice President of Operations recommended an award to Russell’s Remodeling, LLC; and

WHEREAS, RRHA’s legal counsel has reviewed and approved the terms of the contract prior to its execution; and

WHEREAS, the Executive Director has determined that this procurement complies with RRHA’s Procurement Policy and has reviewed and approved the terms of the contract prior to its execution; and

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

- (1) The contract executed on April 9, 2019 with Russell’s Remodeling, LLC, with a fixed amount of \$260,000, is hereby ratified.

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

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

NAYS: None

Chair Garner thereupon declared said motion carried and Resolution No. 4000 adopted as introduced.

3. Resolution No. 4001

Mr. Shank introduced Resolution No. 4001, requesting the Board to ratify the awarding of a contract to Russell's Remodeling, LLC for Section 504/ADA modifications for four units at Jamestown Place. Mr. Shank stated that several contractors were initially interested in this project; however, as time went on he was repeatedly told they would not be bidding. Mr. Shank said that several of the potential contractors have plenty of work, and they would exceed their bonding capacity. Mr. Shank said he repeatedly contacted contractors and encouraged them to bid because RRHA did not have the time to re-bid the project. Mr. Russell gave RRHA the only responsive bid at \$600,000 which is substantially less than what was set as the maximum amount of \$730,000. Mr. Shank's estimate was around \$635,000.

Responding to Commissioner Kepley, Mr. Shank stated that the modifications to the units at Jamestown Place are more extensive than the units at Melrose Towers. Additions must be added to the units at Jamestown Place so that a bathroom and bedroom are on the first floor. Mr. Shank added that accessible routes will be added for parking and, for one of the units, RRHA will have to create its own parking area in front of the unit.

Chair Garner said he was glad that RRHA received a bid and the bid came in under the estimated amount. He said that he appreciates the work Mr. Shank does.

Commissioner Smith introduced Resolution No. 4001 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY RATIFYING THE AWARD OF A CONTRACT TO RUSSELL'S REMODELING, LLC, FOR SECTION 504/ADA MODIFICATIONS FOR 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) Board of Commissioners, by Resolution 3998, authorized the execution of a contract for Section 504/ADA Modifications for four (4) apartment units for Jamestown Place, AMP 207, for an amount not to exceed \$730,000, in accordance 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 contract 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; and

WHEREAS, RRHA issued an Invitation for Bid on March 17, 2019, with bids being due on April 9, 2019; and

WHEREAS, RRHA received one (1) responsive bid to the invitation, which was opened for consideration, such bid being as follows:

<u>Bidder</u>	<u>Total Bid Amount</u>
Russell's Remodeling, LLC (Self-certified as Section 3 Business Concern)	\$600,000

WHEREAS, the amount of the bid submitted by Russell's Remodeling, LLC, was determined to be fair and reasonable for the work specified when compared to the amount of the independent cost estimate based on R S Means Cost Data, for the project; and

WHEREAS, review, evaluation, and confirmation of bid documentation has been completed, and Russell's Remodeling, LLC has been found to be capable and in all other respects acceptable to RRHA; and

WHEREAS, the Vice President of Operations recommended an award to Russell's Remodeling, LLC; and

WHEREAS, RRHA's legal counsel has reviewed and approved the terms of the contract prior to its execution; and

WHEREAS, the Executive Director has determined that this procurement complies with RRHA's Procurement Policy and has reviewed and approved the terms of the contract prior to its execution; and

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

- (2) The contract executed on April 11, 2019 with Russell's Remodeling, LLC, with a fixed amount of \$600,000, is hereby ratified.

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

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

NAYS: None

Chair Garner thereupon declared said motion carried and Resolution No. 4001 adopted as introduced.

4. Resolution No. 4002

Mr. Shank introduced Resolution No. 4002, requesting the Board's approval to award a contract for bathroom renovations at Hunt Manor for approximately forty-seven bathrooms, about half of the development. He explained that this bid was advertised in February 2019 and RRHA received four responsive bids, the lowest being Gibraltar Construction Co., Inc. at \$325,000. He said that the company is out of Maryland, and they completed the first phase renovations at Indian Village a few years ago. Mr. Shank spoke with them and confirmed that they are familiar with the work.

Chair Garner commented that the variance in the amount of the bids was interesting. Mr. Shank agreed, stating that G & H Contracting provided a bid but stated this was not really their line of work; they usually focus on larger projects, such as the new construction at Hurt Park they did several years ago. Mr. Shank pointed out that Gibraltar Construction's projects consist of production work, not customization and they do a lot of work for housing authorities in the Southeastern part of the US.

Commissioner Smith introduced Resolution No. 4002 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AWARDDING A CONTRACT FOR BATHROOM RENOVATIONS, PHASE 1, FOR HUNT MANOR UNDER CAPITAL FUND PROGRAM GRANT NUMBER VA36P01150118

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

WHEREAS, Bathroom Renovations, Phase 1 for Hunt Manor, AMP 259, was 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 3957 on May 21, 2018; and

WHEREAS, RRHA needs a qualified contractor to complete Bathroom Renovations, Phase 1 for Hunt Manor; and

WHEREAS, RRHA issued an Invitation for Bid on February 24, 2019, with bids being due on March 19, 2019; and

WHEREAS, RRHA received four (4) responsive bids to the invitation, which were opened for consideration, such bids being as follow:

<u>Bidder</u>	<u>Total Bid Amount</u>
Gibraltar Construction Co., Inc.	\$325,000

Russell's Remodeling, LLC (Self-certified as Section 3 Business Concern)	\$364,250
TAS Design, Inc. (Self-certified as Section 3 Business Concern)	\$514,940
G & H Contracting, Inc.	\$923,940

WHEREAS, HUD regulations at 24 CFR 135.1 state that "section 3 of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u) (section 3) directs that employment and other economic opportunities generated by certain HUD financial assistance shall to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to business concerns which provide economic opportunities to low- and very low-income persons."; and

WHEREAS, the amount of the allowable HUD Section 3 preference in award of contracts when the amount of the low bid is at least \$300,000, but less than \$400,000, is the lesser amount of 7% of the low bid amount or \$24,000.00; and

WHEREAS, the amount of the allowable HUD Section 3 preference for award of a contract for Site Improvements for Hunt Manor is \$22,750.00; and

WHEREAS, Russell's Remodeling, LLC self-certified as a Section 3 Business Concern; and

WHEREAS, the difference between the low bid amount and the amount of the bid submitted by Russell's Remodeling, LLC is \$39,250.00; and

WHEREAS, the allowable HUD Section 3 preference is not a determining factor in the procurement; and

WHEREAS, the amount of the bid submitted by Gibraltar Construction Co., Inc., was determined to be fair and reasonable for the work specified when compared to the amount of the independent cost estimate based on R S Means Cost Data, for the project; and

WHEREAS, review, evaluation, and confirmation of bid documentation has been completed, and Gibraltar Construction Co., Inc. has been found to be capable and in all other respects acceptable to RRHA; and

WHEREAS, the Vice President of Operations recommends an award to Gibraltar Construction Co., Inc.; and

WHEREAS, the Executive Director has determined that this procurement complies with RRHA's Procurement Policy and that it is in the best interests of RRHA to accept such bid and execute an appropriate contract.

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

- (3) The bid submitted by Gibraltar Construction Co., Inc. be and hereby is accepted;
- (4) The Executive Director be and hereby is authorized and directed to execute a standard contract for construction, which by reference is inclusive of all plans, specifications, addenda and related project documents, between and RRHA for the fixed price of \$325,000.
- (5) 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 Commissioner Burruss and upon roll call the following vote was recorded:

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

NAYS: None

Chair Garner thereupon declared said motion carried and Resolution No. 4002 adopted as introduced.

#### 5. Resolution No. 4003

Mr. Shank introduced Resolution No. 4003, requesting the Board's approval to revise the RRHA Procurement Policy. RRHA was notified of changes in purchasing thresholds by HUD. The micro-purchase threshold was changed from \$3,000 to \$10,000. He explained the change under micro-purchases will allow RRHA to get a single quotation for the procurement, and this helps to simplify the process. HUD also raised the small purchase threshold to \$250,000. However, under Virginia procurement regulations, the threshold remains at \$100,000 so RRHA has to maintain the threshold at \$100,000. Mr. Shank stated that for procurement of more than that amount, RRHA will have to go to a more formal sealed bid or request for proposal process instead of

getting quotations. Mr. Shank said that the professional services simplified purchase threshold was changed from \$60,000 to \$80,000 threshold.

Commissioner Smith introduced Resolution No. 4003 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY APPROVING A REVISED PROCUREMENT POLICY

WHEREAS, the City of Roanoke Redevelopment and Housing Authority (RRHA) receives its operating funds from the Department of Housing and Urban Development (HUD); and

WHEREAS, RRHA's Procurement Policy was approved by the Board of Commissioners on April 23, 2007, with subsequent revisions of the Policy approved on 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, March 27, 2018; and

WHEREAS, effective March 12, 2019, HUD implemented statutory changes to the Micro-Purchase and the Simplified Acquisition Thresholds for Financial Assistance; and

WHEREAS, the micro-purchase threshold was increased from \$3,000 to \$10,000; and

WHEREAS, the simplified acquisition threshold was increased from \$150,000 to \$250,000, except where prohibited by statute (e.g., state law with lower simplified acquisition thresholds); and

WHEREAS, pursuant to Virginia Code § 2.2-4303.G.1., competitive sealed bids or competitive negotiation are not required for single or term contracts for goods and services, other than professional services and transportation-related construction, if the aggregate or sum of all phases is not expected to exceed \$100,000; and

WHEREAS, to comply with Code of Virginia requirements the simplified acquisition threshold for single or term contracts for goods and services, other than professional services and transportation-related construction, will remain at \$100,000; and

WHEREAS, pursuant to Virginia Code § 2.2-4303.G.2., competitive sealed bids or competitive negotiation are not required for single or term contracts for

professional services, if the aggregate or sum of all phases is not expected to exceed \$80,000; and

WHEREAS, the simplified acquisition threshold will be increased from \$60,000 to \$80,000 for professional services; and

WHEREAS, the proposed revised Procurement Policy has been reviewed by RRHA's legal counsel and determined to be in compliance with legal requirements applicable to RRHA.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that the attached revised RRHA Procurement Policy is approved.

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

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

NAYS: None

Chair Garner thereupon declared said motion carried and Resolution No. 4003 adopted as introduced.

6. Resolution No. 4004

Mr. Gusler presented Resolution No. 4004, asking the Board to authorize the acquisition of property in the City of Roanoke. The Board approved Resolution No. 3904 in November 2016 for several properties, including 0 Bluestone Avenue, NE. He explained that RRHA will now be purchasing with a different Capital Fund Program grant than the one identified in the prior resolution. RRHA has identified this property as suitable for development and went through the site acquisition process with the HUD field office, which was approved pending inclusion in RRHA's Annual Plan. He stated that the property is surrounded by the Bluestone Park housing development. The assessed value of the property was \$15,000, but RRHA has an option with

Habitat for Humanity for \$10,000.

Commissioner Smith introduced Resolution No. 4004 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AUTHORIZING ACQUISITION OF PROPERTY IN THE CITY OF ROANOKE

WHEREAS, the City of Roanoke Redevelopment and Housing Authority (RRHA) seeks to promote affordable housing and redevelopment of property for the benefit of the citizens of Roanoke; and

WHEREAS, RRHA has developed, with residents and other stakeholders, a Transformation Plan for the Loudon-Melrose/Shenandoah West neighborhood (Transformation Plan), addressing housing, people, and neighborhood needs and goals; and

WHEREAS, deconcentrating poverty and reducing density of public housing units are among RRHA's goals and align with the primary goals of the Transformation Plan; and

WHEREAS, the RRHA Board of Commissioners approved Resolution No. 3904 on November 28, 2016, authorizing the Executive Director to execute documents to consummate the purchase of certain properties, including property at 0 Bluestone Avenue, NE, Tax Map No. 3250110, for scattered site public housing and homeownership units; and

RRHA staff has identified this property as suitable to acquire for the development of scattered site public or project-based voucher housing, and

WHEREAS, RRHA has completed the required due diligence necessary to evaluate said property was performed and revealed no environmental issues that would preclude RRHA from acquiring; and

WHEREAS, RRHA has submitted a site acquisition proposal to the HUD Field Office and acquisition proposal has been approved, pending inclusion in RRHA's next Annual Plan; and

WHEREAS, the funding source currently available for acquisition of this property is Capital Fund Program (CFP) grant number VA36P01150117.

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

- 1) The Executive Director be and hereby is authorized and directed to execute documents necessary to consummate the purchase of the following property in the City of Roanoke at a total acquisition cost not to exceed \$10,000:

Tax Map Number

Address

3250110

0 Bluestone Ave, NE

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

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

NAYS: None

### III. ADJOURNMENT

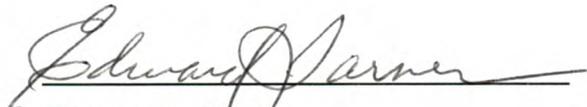
There being no further business to come before the Board, Commissioner Witten moved that the meeting be adjourned.

The motion was seconded by Commissioner Burruss 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 3:39 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 9<sup>th</sup> 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 Smith  
ATTEST

4/10/19  
DATE

Joel Smith  
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 11<sup>th</sup> 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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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
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- 51004 Summary of Materials Stored
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- 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 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	\$0.00	NESTER OCIE R ETVIR (Inactive)		297
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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:

**PROPERTY MAP:**

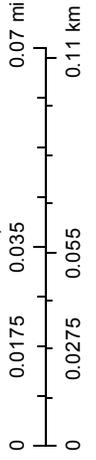


3250110



April 12, 2019

1:2,133



City of Roanoke, EagleView  
City of Roanoke