

**Request for Proposals  
For  
Electronic Document/Workflow Software**



**Project No.: EXE-25-08-28**

2624 Salem Turnpike, NW  
Roanoke, VA 24017  
(540) 983-9281

David Bustamante  
Executive Director  
EEO/AA



*Issued: November 9, 2025*

# TABLE OF CONTENTS

## **SECTION A - NOTICE OF REQUEST FOR PROPOSAL**

1. Solicitation Summary

## **SECTION B - INSTRUCTIONS TO OFFERORS/EVALUATION AND SELECTION CRITERIA**

1. Preparation of Offers
2. Explanation to Prospective Offerors
3. Amendments to Solicitations
4. Proposal Requirements
5. Time for Receiving Proposals
6. Proposal Withdrawal
7. Proposal Submission
8. Evaluation and Selection Criteria
9. Contract Award
10. Service of Protest
11. Notice of Award
12. Cost of Producing Proposal

## **SECTION C - GENERAL BACKGROUND**

1. Introduction/General Background/Project Overview

## **SECTION D - STATEMENT OF WORK**

1. Statement of Work

## **SECTION E - ATTACHMENTS**

- A. General Conditions Non-Construction HUD 5370-C Section I/RRHA Terms & Conditions Service Contracts over \$200,000
- B. Instructions to Offeror's Non-Construction HUD 5369-B
- C. Certifications and Representations of Offeror's Non-Construction HUD 5369-C
- D. Certification of Acknowledgement and Agreement to General Conditions for Non-Construction Contracts HUD 5370 Section I
- E. Certification of Acknowledgement and Agreement for RRHA Terms & Conditions Service Contracts over \$200,000
- F. Statement of Offeror's Qualifications Professional Services
- G. Certification for a Drug Free Workplace HUD-50070
- H. Non-Collusive Affidavit
- I. What is Section 3/Section 3 Business Concern Self-Certification
- J. Section 3 Efforts to Comply
- K. Self-Certification for Small, Minority and Women Owned Business
- L. Contract Sample



**NOTICE OF REQUEST FOR PROPOSALS**  
**RFP No: EXE-25-08-28**

The **City of Roanoke Redevelopment and Housing Authority** (hereinafter referred to as “RRHA”) will accept Proposals for “**Electronic Document Management/Workflow Software**”.

The purpose of this solicitation is to enter into a contract for Electronic Document Management and Workflow Software with the highest-ranked Respondents according to the evaluation criteria contained herein, provided the award is in the best interest of RRHA.

Proposals will be received until:

**Closing Time:** 5:00 p.m. (local prevailing time)

**Closing Date:** Tuesday, December 9, 2025

**Where:** City of Roanoke Redevelopment and Housing Authority  
Executive Office  
2624 Salem Turnpike N.W.  
Roanoke, Virginia 24017

**Phone:** (540) 983-9283

**Proposals received after the stated time and date will not be considered**

A Request for Proposal packet will be provided upon request or may be obtained at RRHA Central Office located at 2624 Salem Turnpike, NW, Roanoke, VA 24017 or by contacting Meghan Castaneda at (540) 983-9283 or [mcastaneda@rkehousing.org](mailto:mcastaneda@rkehousing.org)

A non-mandatory pre-proposal conference will be held on Monday, November 17, 2025 at 1:30 p.m. (local prevailing time), at RRHA Central Administration Building Board Room, 2624 Salem Turnpike NW, Roanoke, VA 24017, to answer any questions and provide other information about the scope of work. Attendance at the pre-proposal conference is not mandatory; however, participation is strongly encouraged.

Questions or comments on statement of work or other provisions in this Request for Proposal shall be submitted in writing to David Bustamante at [dbustamante@rkehousing.org](mailto:dbustamante@rkehousing.org) before **1:00 P.M., local prevailing time, on Tuesday, November 25 2025.** A response to all questions and comments received by the deadline will be made in writing in the form of an addendum.

It is the offeror’s responsibility to determine, prior to the time for receipt of proposals, the number and scope of all addenda that have been issued for the project and confirm that the proposal submitted includes all changes made as described in the addenda. It is RRHA’s intent to issue all addenda no less than four (4) calendar days prior to the date for receipt of proposals.

Proposals will be reviewed and evaluated on the criteria defined in Section B – Evaluation and Selection Criteria.

All offerors, organized or authorized, stock or Non-stock Corporation, Limited Liability Company, business trust, or limited partnership to transact business in the Commonwealth of Virginia shall be required to include in its proposal a State Corporation Commission (SCC) Identification Number for all contracts in excess of \$50,000.00. Any offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized. RRHA shall not award a contract to any offeror unless a waiver of this requirement and the administrative policies and procedures has been granted by RRHA's Executive Director. (Sole Proprietorship's have no filing requirements with the SCC so they cannot obtain a number from the SCC and are exempt from this ruling).

While RRHA must promote full and open competition among prospective offerors, small business enterprises, Section 3 businesses, Minority, Service-Disabled Veteran, and Women-Owned business enterprises are encouraged to submit proposals as well as all other enterprises. Section 3 businesses (only) are also eligible for additional points available in the Evaluation and Selection Criteria Factors. RRHA is committed to the continued efforts for implementation of the Housing & Urban Development Act of 1968, Section 3. The objective of Section 3 of the Act is to ensure that economic opportunities resulting from HUD financial assistance are directed to low and very low-income persons, particularly those receiving government assistance for housing.

RRHA reserves the right to reject any and all proposals, to advertise for new proposals or proceed to accomplish the award by any means determined to be in the best interest of RRHA.

The award will be funded in part by the U. S. Department of Housing and Urban Development (HUD) and administered by RRHA. HUD reserves the right to review and approve the contract documents and the firms selected by RRHA.

RRHA does not discriminate against faith-based organizations in accordance with the Code of Virginia 2.2-4343-1 or on the basis of race, color, sex, age, religion, national origin, disability, veteran status, or union affiliations in any of its federally assisted program and activities TDD within Virginia 711 outside of Virginia 1-800-828-1120.

CITY OF ROANOKE REDEVELOPMENT  
AND HOUSING AUTHORITY

David Bustamante  
Executive Director  
EEO/AA



## II. INSTRUCTIONS TO OFFERORS

### 1. Preparation of Offers

- A) Offerors are expected to fully examine the statement of work, the proposed contract terms and conditions, all instructions, and any addenda issued. Failure to do so will be at the Offeror's risk.
- B) Each Offeror shall furnish the information required by the solicitation. The Offeror shall sign the offer and print or type its name on the cover sheet. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to RRHA.
- C) Offers for services other than those specified will not be considered.

### 2. Explanation to Prospective Offerors

Any prospective Offeror desiring an explanation or interpretation of the solicitation, statement of work, etc. must request it in writing no later than **1:00 p.m., local prevailing time, on November 25, 2025**. Oral explanation or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offerors.

### 3. Amendments to Solicitations

- A) If the solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- B) Offerors shall acknowledge receipt of any amendments to this solicitation by:
  - 1) Signing and returning the amendment;

Failure to acknowledge amendments to the solicitation may result in proposal being determined as non-responsive and therefore rejected.

### 4. Proposal Requirements

All proposals must be submitted in the form prescribed by RRHA in this Request for Proposals (RFP). **One (1) original and four (4) copies must be submitted. All proposals shall be submitted in 8 ½ X 11 inch format, and bound. Larger size pages or inserts may be used provided they fold to 8 ½ x 11 inches. All copies of Proposals must be identical in content and organization, and one shall be clearly identified as containing documents with original signatures. Proposals must have a table of contents and sections tabbed accordingly.** Proposal forms must be signed by an individual authorized to execute contracts for the Company in order to be accepted. Failure to include any of the following information could result in rejection of the proposal.

**Include in the proposal the following:**

- A) A detailed cost proposal

- B) A completed Representation Certifications and Other Statements of Offerors Non-Construction Form (HUD-5369-C)
- C) A completed Certification of Acknowledgement and Agreement to General Conditions for Non-Construction Contracts HUD-5370 Section I form
- D) A completed Certification of Acknowledgement and Agreement to RRHA Terms and Conditions Service Contracts over \$200,000
- E) A completed Statement of Offerors Qualification Professional Services Form
- F) A completed Certification for a Drug-Free Workplace HUD-50070 form
- G) A completed Non-Collusive Affidavit for Offerors.
- H) A completed Certification of Payments to Influence Federal Transactions (HUD-50071)
- I) A completed Self-Certification for Section 3 Business Concerns
- J) A completed Desired System Functionality List Questionnaire

### **Submission Requirements**

**A) Letter of Interest**

The Letter of Interest must list Electronic Document Management/Workflow Software and identify the primary contact person. The letter should briefly state the firm's or team's qualifications, past and present experience. State primary contact information including name, address, telephone number, e-mail address, and website.

**B) Experience and Qualification of the Firm/Team**

Provide information on the Electronic Document Management/Workflow Software and/or, to include the following:

- 1) A profile to include names, experience, and role of all personnel and/or consultants who will constitute the Project Team under this RFP. Indicate each team member's percentage of time devoted to this project for RRHA. Please provide information on team's prior experience working together. Include personnel/team/consultant resume directly following profile information.  
**NOTE** resume is not a substitution of profile information requested.
- 2) Clearly identify the individual who will serve as project lead for the Electronic Document Management/Workflow Software process. This is the individual who will direct and coordinate the project from start to finish. Describe the person's prior experience with projects of similar scope and size, with particular emphasis on directing a multi-disciplinary team and facilitating a community involvement process. Describe experience working with public housing agencies and or other community based grass roots organizations. Demonstrate experience in developing collaborative partnerships with such organizations.
- 3) Provide an organization chart of the execution team. All entities that comprise the Implementation Team must be identified including consultants, architects,

engineers, and contractors.

**C) Technical Competence and Approach**

- 1) Provide a description of your organization's approach to the service delivery process, addressing goals included in the Electronic Document Management/Workflow Software RFP Packet.
- 2) Provide a description of successfully implemented Electronic Document Management/Workflow Software. Narrative should specifically address prior experience in providing solutions to address process and improve workflows for paperless electronic tenant records systems of similar organizations.
- 3) Indicate whether the any member of the Implementation Team has ever been terminated from a contract, and if so describe the circumstance and outcome.
- 4) Indicate whether the organization or any team member has ever been sued or been sued by a Housing Authority, and if so describe the circumstances and the outcome.

**D) References**

Provide five (5) references containing at least three (3) current client references for work similar to the scope of this project performed within the last five (5) years.

**E) Section 3**

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1994, requires 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 low-income and very low-income persons, particularly those who are recipients of government assistance for housing and to business concerns which provide economic opportunities to low-income and very low-income persons. 24 CFR Part 75 establishes the standards and procedures to be followed by the City of Roanoke Redevelopment & Housing Authority in order to ensure that the requirements of Section 3 are met.

In order to comply with the provisions of 24 CFR Section 75, RRHA has established the following Employment, Training and Contracting goals:

- 1) RRHA has established a goal that all contractors and subcontractors must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers in the following order of priority:
  - A. To residents of the public housing projects for which the public housing financial assistance is expended.
  - B. To residents of other public housing projects managed by RRHA or for the residents of Section 8-assisted housing managed by RRHA.
  - C. To participants in YouthBuild programs.

- D. To low- and very low-income persons residing within the Roanoke, VA HUD Metro Area.
- 2) RRHA has established a goal that all contractors and subcontractors must make their best efforts to award contracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:
- A. To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided.
  - B. To Section 3 business concerns that provide economic opportunities for residents of other public housing projects of Section 8-assisted housing managed by RRHA.
  - C. To YouthBuild programs.
  - D. To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the Roanoke, VA HUD Metro Area.

Section 3 Business Concern means a business concern, defined as a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed:

- 1) That is 51 percent or more owned by and controlled by low- or very low-income persons.
- 2) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.
- 3) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Note: A business concern seeking to qualify as a Section 3 business concern shall self-certify and be able to submit evidence that the business meets one of the guidelines stated above. A copy of the Appendix to 24 CFR Part 135, which provides an extensive list of examples of efforts to offer training and employment opportunities, may be obtained by contacting the **Greg Goodman** at **(540) 206-2752** or visiting the RRHA website at [www.rkehousing.org](http://www.rkehousing.org).

## 5. Time for Receiving Proposals

Proposals received prior to the closing date and time will be securely kept, unopened until after the closing date and time for receipt of proposals. No proposal received after the closing date and time for receipt of proposals will be considered.

**Materials contained in each submittal will be considered proprietary until selection. Following selection however, the scope of work may be amended by RRHA and negotiated based upon ideas provided by any source.**

## 6. Proposal Withdrawal

No proposal shall be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals without written consent of the RRHA.

## 7. Proposal Submission

- A) Four (4) bound and secured copies of proposals, one of which shall be clearly identified as containing documents with original signatures, must be submitted to RRHA by **Tuesday, December 9, 2025** no later than 5:00 p.m., local prevailing time, without exception, at the following address to be eligible for consideration:

Roanoke Redevelopment and Housing Authority  
Executive Office  
2624 Salem Turnpike N.W.  
Roanoke, VA 24017

- B) To assure that your proposal arrives at the proper place, on time, and to prevent opening by unauthorized individuals, your proposal must be identified on your outside envelope or packaging as follows:

**Name of Firm Submitting Proposal**  
**Proposal Electronic Document Management/Workflow Software**  
**DUE: December 9, 2025**  
**BY: 5:00 p.m., local prevailing time**

Proposals shall be submitted in sealed envelopes. All required forms shall be submitted in the envelope or package(s), which will be clearly labeled as noted above. Once opened by RRHA, proposals will not be returned.

## 8. Evaluation and Selection Criteria of Proposals

Within sixty (60) days after receipt, all proposals submitted will be reviewed to establish responsiveness or non-responsiveness according to the timely and complete submission of required documents on the part of the Offeror. RRHA reserves the right to waive any minor informality.

RRHA shall also determine if the Offeror meets the requirements to be deemed a responsible Offeror. RRHA will award a contract only to a responsible prospective Offeror who are able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective Offeror must:

- Have adequate financial resources to perform the contract, or the ability to obtain them;
- Have a satisfactory performance record;
- Have a satisfactory record of integrity and business ethics;
- Have a satisfactory record of compliance with public policy; and
- Not have been suspended, debarred, or otherwise determined to be ineligible for award of Contracts by a Department of the U.S. Government. Current lists of ineligible contractors are available for inspection at SAM.gov.

Before an offer is considered for award, the Offeror may be requested by RRHA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the Offeror to provide such additional information may render the Offeror ineligible for award.

Upon establishment of responsiveness, the technical and price evaluation phase will begin. Award of any contract resulting from this solicitation shall be made in accordance with HUD and RRHA procurement regulations. All proposals deemed responsive by RRHA shall be evaluated by an Evaluation Team.

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.

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.

RRHA will select the proposals that are the most advantageous to the agency based on the evaluation criteria stated herein. RRHA reserves the right to negotiate the final Scope of Services, performance period, final costs and other factors with all acceptable Offerors in the competitive range.

RRHA reserves the right to reject any and all proposals and reserves the right to re-solicit for these services if it is determined to be in the best interest of the agency.

**Evaluation Criteria:**

**Vendor Qualifications and Experience**

Experience with Public Housing Authorities, HUD programs, affordable housing, or the Public Sector	20
Years in business and stability of company	
References & past performance	

**Technical Solution & Functionality**

Meets required functionality (document management, workflow, e-signature, OCR, indexing, dashboards, etc.)	
Integration with Yardi and other existing systems	30
Security, user permissions, and compliance (HUD, HIPAA, privacy)	
Ease of use / interface design (for staff adoption)	

**Implementation Plan & Support**

Implementation timeline and project management plan	
Training and user support	20
Data migration, scanning, and conversion methodology	
Quality-control methodology to ensure complete and correct transfer of data	
Ongoing maintenance and issue-resolution process	

**Cost Proposal**

Products, Services, Warranties, etc. price list	20
Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular offeror and the pricing per item	

**Added Value / Innovation**

Innovative features (AI search, mobile access, digital forms, retention automation)	10
Commitment to future support, updates, and scalability	

<b>Total</b>	<b>100</b>
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## **9. Contract Award**

The contract will be awarded to the most responsive and responsible firm which is the most advantageous to RRHA, provided the proposal complies with all conditions of the Request for Proposal (RFP). RRHA may award contracts to more than one firm. RRHA is prohibited from making an award to firms (including subcontractors) or any individuals that are on the list of firms ineligible to receive awards from the United States Government, as furnished by SAM.gov.

## **10. Service of Protest**

Any protest against a solicitation must be received before the due date for the receipt of proposals 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.

Protests should include, at a minimum, the following information:

- A. Name, address, and phone number(s) of the protestor.
- B. Solicitation number and project title.
- C. A detailed statement of the basis for the protest.
- D. Supporting evidence of documents to substantiate any arguments.
- E. The form of relief requested (e.g. reconsideration of their offer).

## **11. Notice of Award**

The successful Offeror will be issued a Notice of Award. Within ten (10) business days, the Offeror shall provide the following documentation:

- 1) Proof of appropriate insurance coverage:
  - a. Worker's Compensation & Employers Liability – Statutory Amount
  - b. Comprehensive Automobile Liability
  - c. Professional Liability - \$1,000,000 Each occurrence/\$1,000,000 Aggregate minimum
- 2) Federal I.D. Number
- 3) Evidence of the appropriate professional licenses as required

If the selected Offeror fails to provide the required information, the Notice of Award is null and void. RRHA may choose to award a contract to the next highest ranked Offeror or RRHA may choose to re-solicit for the service.

The resulting contract will be a fixed fee type contract. Changes in the basic terms of the contract are not acceptable, except those subject to adjustments due to final quantities for line item costs.

## **12. Cost of Producing Proposal**

All costs of producing proposal are the responsibility of the Offeror. RRHA will not reimburse any cost incurred to produce and to respond to this solicitation, to participate in oral presentation or to participate in negotiation with RRHA for any Offeror.

## **SECTION C: GENERAL BACKGROUND**

### **Introduction/General Background/Project Overview – City of Roanoke Redevelopment and Housing Authority**

Established in 1949, the City of Roanoke Redevelopment and Housing Authority (RRHA), provides housing and homeownership opportunities for low and moderate-income persons, fosters family self-sufficiency, and plays a significant role in redevelopment activities in the City of Roanoke. With funding provided by the U.S. Department of Housing and Urban Development (HUD), RRHA operates over 1278 residential housing units in eight (8) Public Housing developments and scattered sites throughout the City. In addition, RRHA administers HUD-funded Section 8 programs including over 2200 Housing Choice Vouchers. RRHA also manages over 200 units of Low Income Housing Tax Credit rental housing and over 100 units of private rental housing. RRHA develops and implements redevelopment plans through cooperation agreements with the City of Roanoke and conducts revitalization activities in partnership with the City.

RRHA is governed by a seven (7)-member Board of Commissioners appointed by Roanoke City Council Members. An Executive Director is appointed by the RRHA Board and is responsible for managing the daily operations of the agency with an annual budget of approximately \$915,000.00 and a staff of about 85.

The Housing Management software that RRHA uses is Yardi Voyager. RRHA currently stores documents on and off site.

Attention is called to the Equal Employment Opportunity and Affirmative Action Provisions and Requirements of all contracts entered into by RRHA. All Proposals will be considered without regard to race, color, religion, sex, national origin, age, marital or veteran status, the presence of a non-job related medical condition or handicap, or any other legally protected status. RRHA is an Equal Opportunity Employer.

## **SECTION D: STATEMENT OF WORK**

RRHA plans to implement the selected system in its Public Housing Program, Housing Choice Voucher Program, and its Finance Department in three Phases:

- Phase 1: Public Housing Program
- Phase 2: Housing Choice Voucher Program
- Phase 3: Finance Department

RRHA invites all interested vendors to submit proposals to provide software to meet the needs for a Document Management/Workflow System – paperless Electronic Tenant Record system. The proposed solution should address the key technologies and functionality, including but not limited to:

### **Document Scanning, Imaging and Capture Indexing**

#### **Document Management**

- File creation
- Document filing
- Document indexing
- Document and Data Linking
- File retrieval
- Version Control / Annotations / Redactions / Check-in/Check-out

## **Records Management**

- Retention and Disposition Schedules
- Destruction

## **Content Security**

### **Search Features**

### **Integration with Existing Systems/Applications**

- Yardi
- Rent Cafe
- Sage
- HRMS

## **Browsing/Folders**

### **Workflow**

- Document routing
- Serial and parallel task flows
- Electronic forms
- Noticeboards/Dashboards for Task Assignment and Management

## **Licensing, Support and Maintenance**

### **Training**

### **Hardware Requirements**

### **Imaging**

- Document Recognition
- OCR Text Layer

## **Content Security**

### **Internal and External (HUD, Independent, etc.) paperless audits**

### **Current participant files**

### **Quality Control**

RRHA is seeking a solution that will address the key requirements for the programs' processes including document management, imaging, content security, search, and folders; and can address broader Enterprise Content Management requirements in the future. One of the key requirements is the proven ability to integrate the proposed solution with Yardi Voyager.

It is expected that all proposals include formal training and include qualified software support for three (3) years following successful implementation as determined by RRHA.

## **Current Environment**

- Major Application Software
  - Yardi Voyager
- Users
  - Public Housing: 24
  - Housing Choice Voucher: 15
  - Finance Department: 5

## **Documents**

RRHA currently stores documents on and off site. For the purposes of this project, only documents specific to processes involving current and future tenants and applicants will be managed. Back scanning of older documents/files will take place after all tenants are 'paperless' for their active files. The successful offeror will understand the processes and types and quantities of documents required for servicing over 3500 families across different housing programs. RRHA is seeking a price from a qualified contractor to scan all existing paper files into new software with electronic filing workflows.

## **SECTION E ATTACHMENTS**

- ATTACHMENT A - GENERAL CONDITIONS FOR NON-CONSTRUCTION HUD 5370-C SECTION 1**
- ATTACHMENT B - CERTIFICATION OF ACKNOWLEDGEMENT AND AGREEMENT TO GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS HUD-5370 SECTION 1**
- ATTACHMENT C - RRHA TERMS & CONDITIONS SERVICES OVER \$200,000**
- ATTACHMENT D - CERTIFICATION OF ACKNOWLEDGEMENT AND AGREEMENT FOR RRHA TERMS & CONDITIONS SERVICES OVER \$200,000**
- ATTACHMENT E - INSTRUCTIONS TO OFFERORS NON- CONSTRUCTION HUD 5369-B**
- ATTACHMENT F - CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS NON-CONSTRUCTION HUD 5369-C**
- ATTACHMENT G - STATEMENT OF OFFERORS QUALIFICATIONS PROFESSIONAL SERVICES**
- ATTACHMENT H - CERTIFICATION FOR A DRUG FREE WORKPLACE HUD-50070**
- ATTACHMENT I - NON-COLLUSIVE AFFIDAVIT**
- ATTACHMENT J - WHAT IS SECTION 3/SECTION 3 BUSINESS CONCERN CERTIFICATION**
- ATTACHMENT K - SECTION 3 EFFORTS TO COMPLY**
- ATTACHMENT L - SELF-CERTIFICATION FOR SMALL, MINORITY AND WOMEN OWNED BUSINESS**
- ATTACHMENT M - CERTIFICATION OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS**
- ATTACHMENT N - CONTRACT SAMPLE**
- ATTACHMENT O - DESIRED SYSTEM FUNCTIONALITY LIST QUESTIONNAIRE**
- ATTACHMENT P - FEE SCHEDULE**

# General Conditions for Non-Construction Contracts

## Section I — (With or without Maintenance Work)

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
  - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
    - (i) appeals under the clause titled Disputes;
    - (ii) litigation or settlement of claims arising from the performance of this contract; or,
    - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - ( ) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

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- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
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## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

#### **18. Dissemination or Disclosure of Information**

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

#### **19. Contractor's Status**

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

#### **20. Other Contractors**

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

#### **21. Liens**

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

#### **22. Training and Employment Opportunities for Residents in the Project Area** (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### **23. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

**Attachment B**

**CERTIFICATION OF ACKNOWLEDGEMENT AND AGREEMENT  
GENERAL CONDITIONS FOR NON-CONSTRUCTION  
CONTRACTS HUD-5370 SECTION I**

I, \_\_\_\_\_, \_\_\_\_\_, of the  
(Official's Name) (Title)  
\_\_\_\_\_, do hereby certify on behalf of the  
(Name of Company)  
Company that I have read, understand and agree to all terms and conditions set forth in the General Conditions for Non- Construction Contracts (form HUD-5370C Section I) to which this Certification is attached, including, but not limited to, all terms specifically relating to:

- i) Equal Employment Opportunity,
- ii) Equal Training and Contracting Opportunities for Lower Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

For : \_\_\_\_\_

Job to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Official's Signature

\_\_\_\_\_  
Date

This form must be attached to, and shall be considered to be a part of, the General Conditions for Non-Construction Contracts HUD 5370 Section I.

## Attachment C

### **RRHA TERMS AND CONDITIONS SERVICES OVER \$200,000**

1. This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions. Changes, additions, or modifications hereto must be in writing and signed by the Contracting Administrator

2. **INVOICES**

Shall be rendered in duplicate, shall show contract number and contain full descriptive information on all services. All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this contract shall contain the applicable contract number.

3. **COMPLIANCE WITH APPLICABLE LAWS**

This contract shall be construed according to the laws of the State of Virginia. The Vendor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items and / or services rendered under this purchase order, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

4. **NON-DISCRIMINATION IN EMPLOYMENT**

In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

5. **TERMINATION FOR CAUSE AND FOR CONVENIENCE**

(a) PHA may terminate this contract in whole, or from time to time in part, for PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all service affected (unless the notice directs otherwise), and (2) deliver to PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process. (b) If the termination is for the convenience of PHA, PHA shall be liable only for payment for services rendered before the effective date of the termination. (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by PHA by the Contractor. In the event of termination for cause/default, PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

6. **CONFLICT OF INTEREST**

The Contractor certifies by acceptance of this contract that no related official intimidated, coerced, persuaded or otherwise influenced the procurement of these services either directly or indirectly in connection with the this contract/purchase order or the proceeds thereof.

The term "related official" means any, 1) member, officer or employee of the Housing Authority, 2) member of the governing body of the locality in which the Housing Authority was activated, 3) member of the governing body of the locality in which the project is situated, and 4) other public official of such locality (ies) who exercises any functions or responsibilities with respect to the project.

**7. ENERGY EFFICIENCY**

When applicable, the Vendor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State in which the work under this contract is performed.

**8. RIGHT IN DATA AND PATENT RIGHTS (OWNERSHIP AND PROPRIETARY INTEREST)**

RRHA shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

**9. EXAMINATION AND RETENTION OF CONTRATOR'S RECORDS**

RRHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions

**10. PROCUREMENT OF RECOVERED MATERIALS**

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonable available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where; (1) the Contractor purchase in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**11. DRUG-FREE WORKPLACE**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or

marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## 12. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap or national origin.

(c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders .

(f) In the event of the Contractor's noncompliance with the compliance clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order of over \$10,000 unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

13. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act Of 1986, which prohibits employment of illegal aliens.

Execution of this Contract also serves as certification that the Contractor is complying with Executive Order 12989, requiring Contractors to use the U.S. Citizenship and Immigration Services E-Verify system for new hires during the contract period, regardless of whether the new employees are assigned to the contract, and existing employees who work on a new federal contract. E-Verify is an electronic employment eligibility verification system. This requirement is for all prime federal contracts with a period of performance longer than 120 days and a value above \$100,000. This also covers subcontractors if a prime contract includes an E-verify requirement clause and the subcontract includes services, or is for construction, and the subcontract has a value of over \$3,000.

**INDEMNIFICATION CLAUSE E-VERIFY**

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 non-compliance of Executive Order 12989 E-Verify requirements including, but not limited to, any other cause of action arising by reason of any act, omission or negligence, either by Contractor or by Subcontractors or the employees or agents of either of them. Contractor further agrees to fully reimburse RRHA for any reasonable cost and expenses, including attorney's fees, which RRHA may incur or be put to bear for the defense from any such claim.

14. **PERSONNEL**

a. The Service Provider represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with RRHA. b. All the services required hereunder will be performed by the Service Provider or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. c. No person who is serving sentence in a penal or correctional institution shall be employed to work under this Contract except upon written approval from RRHA.

15. **FINDINGS CONFIDENTIAL**

All of the reports, information, data, etc., prepared or assembled by the Service Provider under this Contract are confidential and the Service Provider agrees that they shall not be made available to any individual or organization without the prior written approval of RRHA.

16. **REPORTS AND INFORMATION**

The Service Provider, at such times and in such forms as RRHA may require, shall furnish RRHA such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

17. **SECTION 3 CLAUSE**

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent as defined in 24 CFR Part 75.1.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3 as evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## 18. **PROTESTS**

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.

Protests should include, at a minimum, the following information:

- A. Name, address, and phone number(s) of the protestor.
- B. Solicitation number and project title.
- C. A detailed statement of the basis for the protest.
- D. Supporting evidence of documents to substantiate any arguments.
- E. The form of relief requested (e.g. reconsideration of their offer).

19. **CHANGES**

RRHA may at any time, by written order, if any, make changes within the general scope of this contract in the services to be performed. If any such change causes an increase or decrease in the prices charged, the maximum amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by order, or otherwise affects the conditions of this contract, RRHA shall make an equitable adjustment in the maximum amount, the price(s), the delivery schedule, or other affected terms, and shall modify the contract accordingly. The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order.

However, if RRHA decides that the facts justify it, RRHA may receive and act upon a proposal submitted before final payment of the contract. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of RRHA.

20. **CONTRACT MODIFICATIONS**

Only the Contracting Administrator has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing. RRHA may modify the contract unilaterally:

1. Pursuant to a specific authorization stated in a contract clause (e.g., Changes); or,
2. For administrative matters which do not change the rights or responsibilities of the parties (e.g., change in RRHA address).

All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Administrator.

21. **CLEAN AIR AND WATER**

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

22. **COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA - 2.2-4311.2 VIRGINIA PUBLIC PROCUREMENT ACT**

A. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Sole Proprietorships have no filing requirements with the SCC so they cannot obtain a number from the SCC and are therefore exempt from this requirement.

B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

C. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.

D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**23. TIE BID, QUOTES OR PROPOSALS**

Tie bids, quotations or proposals are defined as instances of identical total pricing from responsive/responsible vendors that meet all requirements as set forth in the bid, quotation or proposal documents. Instances of a tie will be resolved by a drawing or other random means. If a drawing will be conducted, the drawing will be announced in advance giving all "tie" vendors an opportunity to attend. The drawing or use of other random means of resolving the tie will be conducted in the presence of three (3) individuals who will attest to the results.

**24. WORKPLACE VIOLENCE**

RRHA is committed to maintaining an environment that is free from prohibitive behavior of a violent or threatening nature, either implied or direct. RRHA considers violent acts and threatening behavior to be a major infraction of its contract Terms and Conditions. As such, any contractor or subcontractor who exhibits such behavior shall be subject to termination of its contract with RRHA and may be subject to criminal prosecution.

Regardless of whether a contractor or subcontractor possesses a concealed weapons permit or is allowed by law to possess a weapon, contractors and subcontractors are prohibited from carrying a weapon while in the course and scope of performing their assigned duties, whether they are on RRHA property at the time or not.

RRHA property includes all land, property, buildings and other structures controlled by the agency, vehicles owned or leased by RRHA, or including anywhere that RRHA business is conducted, such as community events, resident's homes, trade shows, restaurants, and agency event venues.

Workplace violence may include, but is not limited to, the following list of prohibited behaviors

- Direct threats or physical intimidation
- Implications or suggestions of violence
- Stalking
- Possession of weapons of any kind on RRHA property while in the course and scope of performing assigned duties
- Assault of any form
- Physical restraint, confinement
- Dangerous or threatening horseplay
- Loud, disruptive or angry behavior or language
- Blatant or intentional disregard for the safety or well-being of others
- Commission of a violent felony or misdemeanor on RRHA property
- Any other act that a reasonable person would perceive as constituting a threat of violence

- Blatant or intentional disregard of RRHA property or property that belonging to RRHA employees, residents, visitors, etc.

25. **WARRANTY**

The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.

Except as otherwise specified, all work shall be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, installation or workmanship for one (1) year from the date of final acceptance of the entire project. Replaced or repaired items require one (1) full additional year warranty. For more complex equipment or systems (boilers, air conditioning units, windows, etc.), RRHA requires a full two (2) year warranty. The contractor is fully responsible to correct any and all deficiencies reported within the warranty period. If the contractor fails or refuses to replace or correct the deficiency in a timely manner, RRHA may have the materials/work corrected or replaced with similar items and charge the contractor for all related costs.

26. **INSURANCE/LICENSE**

Contractor/vendor shall submit at the time of contract award a Certificate of Insurance with the following insurance coverage:

Contracts of **\$200,000 or less** must carry a minimum Commercial General Liability coverage of \$300,000 per occurrence, Commonwealth of Virginia state minimum of \$50,000 per occurrence Automobile Liability and Workers' Compensation according to Commonwealth of Virginia statutory requirements. Workers' Compensation coverage is required if you have three (3) or more employees, including the employer.

Contracts over **\$200,000** must carry a minimum Commercial General Liability coverage of \$1,000,000 per occurrence, comprehensive Automobile Liability coverage on owned and non-owned motor vehicles, used in connection with this contract, at a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence and Workers' Compensation according to Commonwealth of Virginia statutory requirements. Workers' Compensation coverage is required if you have three (3) or more employees including the employer.

Contractor/vendor certifies that any subcontractors will maintain their insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission.

Contractor shall be authorized to do business within the Commonwealth of Virginia. Any construction contracts will require that the contractor/vendor have or obtain a current "Class" license through the Virginia Department of Professional and Occupational Regulations.

27. **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).

**Attachment D**

**CERTIFICATION OF ACKNOWLEDGEMENT AND  
AGREEMENT RRHA TERMS AND CONDITIONS  
SERVICES OVER \$200,000**

I, \_\_\_\_\_, \_\_\_\_\_ of  
(Official's Name) (Title)  
the \_\_\_\_\_, do hereby certify on  
(Name of Company)  
behalf of the Company that I have read, understand and agree to all terms and  
conditions set forth in this RRHA Terms and Conditions for Service Contracts  
over \$200,000 to which this Certifications is attached.

For Project: \_\_\_\_\_

Job to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Official's Signature

\_\_\_\_\_  
Date

This form must be attached to, and shall be considered to be a part of, the RRHA Terms and Conditions for Service Contracts over \$200,000.

# Instructions to Offerors

## Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

### 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

### 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

### 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

### 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

### 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

### 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Attachment F  
**Certifications and  
Representations  
of Offerors**  
Non-Construction Contract

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**1. Contingent Fee Representation and Agreement**

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

**2. Small, Minority, Women-Owned Business Concern Representation**

The bidder/offeror represents and certifies as part of its bid/ offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:  
(Check the block applicable to you)

- Black Americans                       Asian Pacific Americans
- Hispanic Americans                       Asian Indian Americans
- Native Americans                       Hasidic Jewish Americans

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

## Attachment G

### STATEMENT OF OFFEROR'S QUALIFICATIONS

(To be submitted by any offeror who has not previously worked for the City of Roanoke Redevelopment and Housing Authority.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Offeror may submit any additional information that is desired.

1. Name of Offeror.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available: \$\_\_\_\_\_.
15. Give Bank reference: \_\_\_\_\_.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Roanoke Redevelopment and Housing Authority?

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Roanoke Redevelopment and Housing Authority.

Offeror's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Offeror

BY \_\_\_\_\_

TITLE \_\_\_\_\_

State of \_\_\_\_\_

ss.

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that he/she is

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_.

# Attachment H Certification for a Drug-Free Workplace

## U.S. Department of Housing and Urban Development

**Public reporting burden.** Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

---

Applicant Name

---

Program/Activity Receiving Federal Grant Funding

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Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

---

**2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

---

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature  X	Date

form **HUD-50070** (3/98)  
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Attachment I

NON-COLLUSIVE AFFIDAVIT  
(Prime Bidder)

State of \_\_\_\_\_ )

s.s

County of \_\_\_\_\_ )

\_\_\_\_\_, **BEING FIRST** duly sworn, deposes and says:

That he is \_\_\_\_\_  
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element for said bid price, or that of any other bidder, or to secure any advantage against the City of Roanoke Redevelopment and Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

\_\_\_\_\_  
(Bidder, if bidder is an individual)

\_\_\_\_\_  
(Partner, if bidder is a partnership)

\_\_\_\_\_  
Officer, if bidder is a corporation)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

**SELF CERTIFICATION FOR SECTION 3 BUSINESS CONCERNS**

**PLEASE PROVIDE THE FOLLOWING INFORMATION.** *Please see section entitled "Information regarding Section 3" for definitions and further information.*

**SPECIAL NOTE:** If any information is not provided, as required in connection with Section 3 Business Self-Certification or if the document is not signed and notarized, the document will be deemed to be incomplete and you will not be considered a Section 3 business concern.

I, \_\_\_\_\_, the undersigned being duly sworn, on oath, represent, warrant and certify, under penalty of law, as follows:

Company Name: \_\_\_\_\_

**Please select "Yes" or "No". If you answer "YES" to one or more of the following questions, you may designate your company as a Section 3 business concern.**

- A. 51% or more of the Company is owned by low-income or very low income persons: \_\_\_\_\_ YES \_\_\_\_\_ NO
- B. 51% of the Company is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. \_\_\_\_\_ YES \_\_\_\_\_ NO
- C. Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers. \_\_\_\_\_ YES\* \_\_\_\_\_ NO

**\*Note:** If you certify above that your business is a Section 3 business concern, RRHA may request additional documentation and information in support of your Section 3 business concern qualification.

**I declare and affirm under penalty of prosecution for perjury, and that pursuant to 28 U.S.C. § 1746, that the certifications and statements made herein and any information furnished herewith are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements or documentation will be cause to disqualify this certification and that falsification of information or noncompliance with HUD regulations regarding Section 3 may result in contract termination, debarment or suspension from future HUD assisted contracts and/or potential legal actions and/or claims for indemnification for any losses suffered by RRHA as a result of its reliance on the information furnished by your Company.**

\_\_\_\_\_  
**Signature of Business Owner or Authorized Representative:** \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name and Title (Printed)**

State of \_\_\_\_\_ County/City of \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_,

Date: \_\_\_\_\_ Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



CITY of ROANOKE REDEVELOPMENT  
and HOUSING AUTHORITY

**PARTNERS IN PROGRESS**

**EFFORTS TO COMPLY WITH SECTION 3  
HIRING AND CONTRACTING GOALS  
NARRATIVE**

Please describe in a narrative the efforts you plan to make or have already made in order to comply with the RRHA Section 3 Hiring and Contracting goals.

1. RRHA has established a goal that all contractors and subcontractors must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers in the following order of priority:
  - A. To residents of the public housing projects for which the public housing financial assistance is expended.
  - B. To residents of other public housing projects managed by RRHA or for the residents of Section 8-assisted housing managed by RRHA.
  - C. To participants in YouthBuild programs.
  - D. To low- and very low-income persons residing within the Roanoke, VA HUD Metro Area.
2. RRHA has established a goal that all contractors and subcontractors must make their best efforts to award contracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:
  - A. To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided.
  - B. To Section 3 business concerns that provide economic opportunities for residents of other public housing projects of Section 8-assisted housing managed by RRHA.
  - C. To YouthBuild programs.
  - D. To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the Roanoke, VA HUD Metro Area.





**SELF CERTIFICATION FOR SMALL, MINORITY AND WOMEN OWNED BUSINESS CONCERN**

Executive Order 12421 dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

**Privacy Act Notice** - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

**The Vendor represents and certifies that it:**

(a) \_\_\_\_\_ is, \_\_\_\_\_ is not a **Small Business Concern**. "Small Business Concern" as used in this provision, means that it is independently owned; not dominant in its field of operations; and not an affiliate or subsidiary of a business dominant in its field of operations and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) \_\_\_\_\_ is, \_\_\_\_\_ is not a **Women-owned Business Enterprise**. "Women-owned Business Enterprise", as used in this provision, means a business that is at least fifty-one percent (51%) owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) \_\_\_\_\_ is, \_\_\_\_\_ is not a **Minority Business Enterprise**. "Minority Business Enterprise", as used in this provision, means a business in which is at least fifty-one percent (51%) owned or controlled by one (1) or more minority group members or, in the case of publicly owned business, at least fifty-one percent (51%) of its voting stock is owned by one (1) or more minority group members, and whose management and daily operations are controlled by one (1) or more such individuals. For the purpose of this definition, "minority group members" are:

**CHECK APPLICABLE BOX:**

- |                          |                                |
|--------------------------|--------------------------------|
| _____ Black Americans    | _____ Asian Pacific Americans  |
| _____ Hispanic Americans | _____ Asian Indian Americans   |
| _____ Native Americans   | _____ Hasidic Jewish Americans |

\_\_\_\_\_ is **NOT** a Small, Minority, or Women-owned Business Concern business

**I declare and affirm under penalty of prosecution for perjury that the certifications and statements made herein and any information furnished herewith are true and accurate to the best of my knowledge.**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Name and title (Printed)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Business Owner or Authorized Representative**

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

**CONTRACT NO: xxx-xxxx-x-x**

**CONTRACT BETWEEN THE  
CITY OF ROANOKE REDEVELOPMENT & HOUSING AUTHORITY  
AND  
TBD.**

Be it understood that as of this \_\_\_\_\_ day of **December, 2025**, the City of Roanoke Redevelopment & Housing Authority (hereinafter called “RRHA”) hereby enters into this Contract with TBD (hereinafter called the “Contractor”) for the not to exceed amount of (\$XXX, XXX.XX) as more particularly specified in the accepted RFP entitled “Electronic Document/Workflow Software”, dated \_\_\_\_\_, \_\_\_\_\_, **2025** and subject to the conditions herein contained.

**The term of this agreement shall be from January 1, 2026 – December 31, 2031. RRHA shall pay the fees set forth below:**

<b>Year 1</b>	<b>1/1/26 – 12/31/27</b>	<b>\$TBD</b>
<b>Year 2</b>	<b>1/1/27 – 12/31/28</b>	<b>\$TBD</b>
<b>Year 3</b>	<b>1/1/28 – 12/31/29</b>	<b>\$TBD</b>
<b>Year 4</b>	<b>1/1/29 – 12/31/30</b>	<b>\$TBD</b>
<b>Year 5</b>	<b>1/1/30 – 12/31/31</b>	<b>\$TBD</b>

**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) RRHA Terms and Conditions for Services over \$200,000
  - ii) General Conditions for Non-Construction Contracts Form HUD-5370-C Section I

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 RFP “**Electronic Document/Workflow Software**” 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 monthly. Payment shall be made to the Contractor, less applicable withholdings, within thirty (30) days.
- 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: Accounts Payable  
2624 Salem Turnpike, NW  
Roanoke, VA 24017

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

#### **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 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.

#### **6.0 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.

#### **7.0 Order of Precedence**

In the event of a conflict between clauses in this Contract and the 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.

**8.0 Subcontracting**

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

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

CONTRACTOR

\_\_\_\_\_  
ATTEST

BY: \_\_\_\_\_

\_\_\_\_\_  
DATE

TITLE: \_\_\_\_\_

\_\_\_\_\_  
ATTEST

CITY OF ROANOKE REDEVELOPMENT  
AND HOUSING AUTHORITY

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
David Bustamante

TITLE: Executive Director \_\_\_\_\_

## Attachment O

### **Desired System Functionality List Questionnaire:**

#### **1. Document Imaging and Capture**

- 1.1. Does your system provide the ability to handle documents of mixed types, sizes and conditions?
- 1.2. Does your system provide support for leading scanners and input devices?
- 1.3. Does your system provide image enhancement features?
- 1.4. Does your system provide the ability to capture color documents?
- 1.5. Does your system provide the ability to integrate with leading capture systems?

#### **2. Indexing**

- 2.1. Does your system support fielded indexing?
- 2.2. Does your system support full-text indexing?
- 2.3. Does your system provide indexing from external data sources, in particular from our Housing Management system?
- 2.4. Does your system provide for auto-fills of index values?
- 2.5. Does your system support bar coding, both generation of the barcode and creation of the barcode?
- 2.6. Does your system provide "heads up" indexing support for images, i.e. split-screen indexing, with image on one side and the index field on the other side?
- 2.7. Does your system provide automated data capture, i.e. zoned optical character recognition / intelligent character recognition support for index extraction, barcode recognition, etc., as well as manual indexing and data entry?
- 2.8. Does your system provide the ability to provide full audit trail for all changes to indexing information?
- 2.9. Does your system provide the ability to modify existing indexes?

#### **3. Document Management**

- 3.1. Does your system provide a single logical repository for documents (accessed by multiple users in multiple on-site or remote locations)?
- 3.2. Does your system provide the ability to store all object types, including document images, document and desktop files, PDF, JPEG, TXT RFT, photos, videos, audio, email?
- 3.3. Does your system support check in/check out?
- 3.4. Does your system offer version control?
- 3.5. Does your system provide for annotations and redactions with security?
- 3.6. Does your system offer major and minor versions?
- 3.7. Does your system provide the ability to support published versions (finalized available for public viewing) versus non-published versions (editable, only available to users with rights)?
- 3.8. Does your system provide a missing documents checklist?

#### **4. Records Management**

- 4.1. Does your system provide support for reliable retention of documents in accordance with relevant regulations/best practices?
- 4.2. Does your system provide the ability to ensure timely disposition (disposal) of documents in accordance with relevant best practices (keeping an audit of all record destructions, providing certifiable proof of destruction)?
- 4.3. Does your system provide the ability to notify administrators or managers when disposition or migration is called for?
- 4.4. Does your system provide the ability to define retention and disposition schedules (which are monitored to ensure compliance)?
- 4.5. Does your system provide the ability for users (with rights) to declare documents or content as records, add them to the records repository, and assign status to prevent destruction?
- 4.6. Does your system provide security over electronic records to ensure trustworthiness so it can be upheld in court, i.e. appropriate back ups, security, version control, retrieval capabilities, access control?

## **5. Content Security**

- 5.1. Does your system provide the ability to set security at the user and group levels?
- 5.2. Does your system provide the ability to limit what users can see and to do based on security level?
- 5.3. Does your system provide the ability to provide access to previous document versions, based on security?
- 5.4. Does your system provide the ability to maintain audit log for user changes (i.e. index or document changes)?
- 5.5. Does your system provide support for single-sign-on environments?
- 5.6. Does your system provide support for security access control down to the document and annotation levels?

## **6. Search**

- 6.1. Does your system support search and retrieval from browser-based interfaces?
- 6.2. Does your system support search and retrieval from thick and thin-client interfaces?
- 6.3. Does your system provide the ability to support multi-attribute search?
- 6.4. Does your system provide the ability to save searches and to share saved searches with other individuals, groups and departments?
- 6.5. If your system has notes capability, are they searchable as well?

## **7. Integration with Existing Systems/Applications**

- 7.1. Does your system provide integration with Microsoft Office Suite?
- 7.2. Does your system integrate with our housing authority management software Yardi Voyager at both the data and user interface levels?
- 7.3. Does your system provide documented, standards-based application programming interfaces (APIs)?
- 7.4. Does your system integrate with Yardi Voyager's letter and form generation module for automated filing and indexing or provide a suitable alternative?

## **8. Browsing/Folders**

- 8.1. Do you allow the same document to be a member of multiple folders?
- 8.2. Can you replicate our existing physical file folder structure with sections depending on program type? (i.e. HCV, PH, FSS, Tax Credit, etc.)
- 8.3. If a document resides in multiple folders, is the document replicated or is it cross-referenced?
- 8.4. Can folders and sub-folders be auto created when new documents are added?
- 8.5. Can we search folders for a list of missing documents?
- 8.6. Can notes be added to folders?
- 8.7. Can folders be moved, copied and re-ordered?
- 8.8. Can new folders be auto created based on dates? For example, a year 2011 folder will be created when we start the new year?

## **9. Workflow**

- 9.1. Does your system provide the ability to support advanced routing logic within work processes?
- 9.2. Does your system support configurable workflows by program type (i.e. recertification process for PH vs HCV)?
- 9.3. Does your system provide the ability to route images, documents or work items based on any available index criteria?
- 9.4. Does our system provide the ability to support both serial and parallel routing?
- 9.5. Does your system provide the ability to generate notification for high priority, escalations, pending and overdue work items?
- 9.6. Does your solution provide the ability for users to draw from a shared queue of work tasks?
- 9.7. Does your solution provide the ability to integrate with other systems for notification of pending work tasks, i.e. email, etc.?
- 9.8. Does your system provide the ability for users to digitally sign a work item or document?

- 9.9. Does your solution provide the ability for users to specify delegates to complete their work tasks when they are unavailable?
- 9.10. Does your system provide visibility into different users' tasks and workloads by managers for work balancing and metrics?
- 9.11. Does your system provide for internal routing of relevant documents for internal quality control/audits of processes?

#### **10. Licensing, Support and Maintenance**

- 10.1. Is your solution offered as a service on a subscription basis as well as a perpetual license?
- 10.2. Is your solution offered as an on-premise solution as well as "cloud" based?
- 10.3. Will your organization provide software maintenance?
- 10.4. What is included in the standard maintenance contract?
- 10.5. Is maintenance provided by third parties or your own personnel?
- 10.6. How often does your organization update and upgrade the software?
- 10.7. How long are previous releases supported?
- 10.8. Are new releases backward/forward compatible?
- 10.9. Do you provide customer support?
- 10.10. What level of support do you provide?
- 10.11. What hours is your Technical Support department available for support?
- 10.12. How quick are the normal response times?
- 10.13. Will you provide off-hours support?
- 10.14. What if we need to contact you after regular business hours?
- 10.15. How do you solve problem isolation and identification procedures?
- 10.16. What are your problem escalation procedures?
- 10.17. How do you release new software versions and updates?
- 10.18. How are these new releases installed?
- 10.19. How often is the typical release cycle?
- 10.20. Is any third-party software included in the system that is being proposed?
- 10.21. Does your system provide on-line help?
- 10.22. Does it provide it at the field entry level?
- 10.23. Does your system provide a way for customers to create their own on-line help?
- 10.24. What documentation is provided with your system: user, administration, operational?
- 10.25. What format is the documentation in?
- 10.26. Does your system have a backup/restore utility?

#### **11. Training**

- 11.1. Is training provided as part of the system?
- 11.2. Where is the training conducted?
- 11.3. What administrative training is required?
- 11.4. What user training is required?
- 11.5. What training courses are recommended before implementation?

#### **12. Hardware Requirements**

- 12.1. Where will the primary software (i.e. main database) be installed (server, web-based server, individual PC's)?
- 12.2. What are the specifications for the server, if applicable?
- 12.3. What are the hardware (server, storage, scanner, other) requirements?
- 12.4. What are the Third Party software requirements, (Server OS, Database, capturing software), for the initial projects?
- 12.5. Does the software have a client side?
- 12.6. If so, does each client need to be upgraded with each software release?
- 12.7. Can the software be upgraded / installed automatically?
- 12.8. Is consulting included as part of the purchase price?
- 12.9. What consulting is covered?
- 12.10. How many hours of consulting are included?
- 12.11. At what level can you recover: system, module, index, other?
- 12.12. How are installation and initial set-up handled?

**Fee Schedule**

**Electronic Document/Workflow Software**

- I. Having examined the Contract Documents including the Instructions to Offerors, Evaluation and Selection Criteria, Terms and Conditions, and Statement of Work for:

**“Electronic Document/Workflow Software”**

for the City of Roanoke Redevelopment and Housing Authority, and all Addenda and Bulletins issued during the time for proposals, the undersigned proposes to furnish all labor, materials, operational equipment, and services necessary for work to be performed in accordance with said Contract Documents for the consideration of the following lump sum amount:

**Provide Line Item Pricing:**

Offerors shall submit a unit cost for each line item indicated, and shall calculate and submit an extension total amount for each line item. Total amount for each line item shall be included in Total Line Item Amount. In the event of a discrepancy between unit cost and extension total amount for line item, the unit cost submitted shall be considered the basis for establishing the extension total cost amount for the line item. Quantities for unit costs are provided for quotation purposes only. Unit cost shall be used as the basis for add/deduct from Contract Amount once final quantities for unit cost work items have been determined. Unit Costs shall include all materials, labor, equipment costs, disposal costs, profit, and overhead costs required to perform the work.

**Line Item #1: Setup Costs**

Line Item #1a: Cost of Equipment = \$ \_\_\_\_\_  
Line Item #1b: Cost of Installation and Configuration = \$ \_\_\_\_\_  
Line Item #1c: Other (describe below) = \$ \_\_\_\_\_

\_\_\_\_\_ Total \_\_\_\_\_ Line Item #1 (Line item #1a, 1b and 1c)

**Line Item #2: Imaging system software and licensing**

Line Item #2a: SaaS licenses = \$ \_\_\_\_\_ x 12 months = \$ \_\_\_\_\_  
per year x 45 users = \$ \_\_\_\_\_  
Line Item #2b: Cost of software = \$ \_\_\_\_\_

**Line Item #3: Training**

Line Item #3a: Cost of Initial Training \$ \_\_\_\_\_  
Line Item #3b: Cost of ongoing training = \$ \_\_\_\_\_ x 40 hrs = \$ \_\_\_\_\_ per year.

\_\_\_\_\_ Total \_\_\_\_\_ Line Item #3 (Line item 3a plus 3b)

**Line Item #4: Software Maintenance**

Line Item #4a: Year One (1) software maintenance \$ \_\_\_\_\_ per year.  
Line Item #4b: Option Year One (1) software maintenance \$ \_\_\_\_\_ per year.

Line Item #4c: Option Year Two (2) software maintenance \$ \_\_\_\_\_ per year.

Total \_\_\_\_\_ Line Item #4 (Line item 4a, 4b, and 4c)

**Line Item #5: Document Scanning**

Line Item #5a: Cost to scan small file (0-250 pages) = \$ \_\_\_\_\_ x 400 files = \$ \_\_\_\_\_

Line Item #5b: Cost to scan medium file (250-500 pages) = \$ \_\_\_\_\_ x 450 files = \$ \_\_\_\_\_

Line Item #5c: Cost to scan large file (500+ pages) \$ \_\_\_\_\_ x 428 files = \$ \_\_\_\_\_

Line Item #5d: Cost to scan files stored for retention \$ \_\_\_\_\_ x 50 boxes (10-15 files per box)  
= \$ \_\_\_\_\_

Total Line Item #5 = \$ \_\_\_\_\_ (Line Items #5a, 5b, 5c and 5d)

**Line Item #6: Indexing/Tagging Labor per File**

Line Item #6a: Small file (0-250 pages) = \$ \_\_\_\_\_ per file x 400 files = \$ \_\_\_\_\_

Line Item #6b: Medium file (250-500 pages) = \$ \_\_\_\_\_ per file x 450 files = \$ \_\_\_\_\_

Line Item #6c: Large file (500+ pages) = \$ \_\_\_\_\_ per file x 428 files = \$ \_\_\_\_\_

Total Line Item #6 = \$ \_\_\_\_\_ (Line Item #6a, 6b, and 6c)

**Line Item #7: Other costs**

Describe any additional costs below. Offeror may attach additional items for Line Item #7 on a separate sheet if needed.

Line Item #7a: Optical Character Recognition (OCR) Text Layer = \$ \_\_\_\_\_ per page x 500,000 pages = \$ \_\_\_\_\_

Line Item #7b: File Destruction cost: \$ \_\_\_\_\_ per box x 20 boxes (10-15 files per box)  
= \$ \_\_\_\_\_

Line Item #7c: Secure File Storage cost: \$ \_\_\_\_\_ per year = \$ \_\_\_\_\_

Line Item #7d: Backup and Disaster Recovery fee: \$ \_\_\_\_\_ per year \$ \_\_\_\_\_

Line Item #7e: \_\_\_\_\_

\$ \_\_\_\_\_

Line Item #7f: \_\_\_\_\_

\$ \_\_\_\_\_

Total Line Item #7: \$ \_\_\_\_\_ (Total Line Item's #7a, et. al.)

**Total Proposal Cost:**

\$ \_\_\_\_\_ (Total Line Item's #1, 2, 3, 4, 5, 6, 7)