



PROVIDENCE HOUSING AUTHORITY
FACILITIES MANAGEMENT DEPARTMENT
40 LAUREL HILL AVENUE
PROVIDENCE, RI 02909



ADDENDUM NO. 01

PROJECT: UNIFORM PHYSICAL CONDITION STANDARDS (UPCS) INSPECTIONS

OWNER: PROVIDENCE HOUSING AUTHORITY
DEPARTMENT OF FACILITIES MANAGEMENT
40 LAUREL HILL AVENUE
PROVIDENCE, RI 02909

DATE: January 31, 2024

TO ALL BIDDERS OF RECORD:

- A. This Addendum forms a part of the Contract Documents.**
- B. Extension of Due Date to February 19, 2024, by 10:00 AM EST**
- C. Changed number of units at Coddington Court / Roger Williams from 174 to 160**
- D. Changed number of Scattered Sites from 230 to 244**
- E. Identified duplex units and single dwellings in Scattered Site file**
- F. Adjusted initial contract term, date due to extending RFP submission date**

Please refer to all highlighted sections
throughout the following RFP package

(END OF ADDENDUM No. 1)



Request for Proposals

Uniform Physical Condition Standards (UPCS) INSPECTIONS - Authority Wide

ISSUE DATE:

TUESDAY, JANUARY 02, 2024

BID DUE DATE:

TUESDAY, FEBRUARY 6, 2024

MONDAY, FEBRUARY 19, 2024

BY 10:00AM EST

RFP COORDINATOR
JEFFREY BENT
SR. PROJECT MANAGER

PROVIDENCE HOUSING AUTHORITY
40 LAUREL HILL AVENUE
PROVIDENCE, RI 02909

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PROVIDENCE HOUSING AUTHORITY

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PROVIDENCE HOUSING AUTHORITY

REQUEST FOR PROPOSALS

Uniform Physical Condition Standards (UPCS) INSPECTIONS - Authority Wide

The Housing Authority of the City of Providence, RI is currently seeking a qualified firms to perform Authority Wide (AW), UPSC Inspections at all of its locations throughout the City of Providence in accordance with all applicable HUD rules and regulations **FOLLOWING NSPIRE STANDARDS.**

A pre-bid meeting will be held at the Facilities Management Department, 40 Laurel Hill Avenue on Tuesday, January 23rd, 2024, at 10:00 am EST.

Address all pre-bid questions or requests for information (RFIs) pertaining to the project or bid documents to the Sr. Project Manager, Jeffrey Bent via email at jbent@provhousing.org. All pre-bid requests for information (RFIs) must be submitted by **2:00PM EST on Tuesday, January 30th, 2024**, prior to bid due date.

Proposals will be received until **10:00AM EST on Tuesday, February 6th, 2024, Monday, February 19th, 2024** at the Facilities Management Department, at 40 Laurel Hill Avenue, Providence, RI 02909. Responses must be labeled: **“Uniform Physical Condition Standards (UPCS) INSPECTIONS - Authority Wide”**. Proposers must deliver **one (1) printed original, two (2) copies**, and **one (1) electronic copy of their proposal on a USB drive** addressed to the attention of:

Providence Housing Authority
Facilities Management Building
40 Laurel Hill Avenue
Providence, RI 02909
Attn: Jeffrey Bent, Sr. Project Manager

It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth in this RFP and any addendum issued by the Authority. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. The Authority:

- Will not accept proposals submitted by fax or email.
- Will not be responsible for the receipt of proposals not properly submitted.
- Will not accept proposals received after the above deadline.

Minority and Woman-Owned Businesses are encouraged to submit Proposals. Proposes will be required to make positive efforts to use small and minority-owned businesses and to offer employment, training, and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968.

Individuals requiring interpreter services for the hearing-impaired should notify the Facilities Management Department by calling (401) 709-2201 seventy-two (72) hours prior to any event.

It is the responsibility of any and all proposers to consult Providence Housing website at <https://provhousing.org/working-with-pha/vendors/> for the complete Invitation for Bids and any addendums, RFI responses, Pre-bid meeting agenda and notes, prior to submitting their proposals.

The Housing Authority of the City of Providence, Rhode Island

Jeffrey Bent, Sr. Project Manager

PROVIDENCE HOUSING AUTHORITY

PHA BACKGROUND

Founded in 1939, the Providence Housing Authority (PHA) provides and develops quality and safe affordable housing opportunities and services to address the needs of Rhode Island residents. We are committed to the core values of excellence, accountability, innovation, respect, and equity in all that we do.

Today, the PHA provides affordable housing to more than 12,000 residents in the City of Providence. We administer 2,606 public housing units that are home to about 5,613 residents – making us one of the largest landlords in the State. Units are designated as elderly/disabled, family, and scattered sites developments. We also oversee the administration of more than 2,700 tenant-based and project-based Section 8 vouchers, most of which allow low-income families to rent in the private market and host a variety of support programs to help our residents and participants meet their wellness, financial, and employment goals no matter what their age or ability. In addition to in-house services, the PHA provides a wide array of referrals to partners across the state.

The PHA is a quasi-governmental organization, governed by a Board of Commissioners appointed by the Mayor and Providence City Council, and an Executive Director who reports to the Board.



PROVIDENCE HOUSING AUTHORITY

- OUR VISION -

PHA, WORKING WITH ITS RESIDENTS
WILL BE A BEST-IN-CLASS LEADER IN
CREATING SAFE, VIBRANT
COMMUNITIES THAT PROMOTE
PATHWAYS TO OPPORTUNITIES AND
WILL BE A PLACE WHERE PEOPLE
ARE PROUD TO LIVE AND WORK

- OUR MISSION -

PHA PROVIDES AND DEVELOPS
QUALITY AND SAFE AFFORDABLE
HOUSING OPPORTUNITIES AND
SERVICES TO ADDRESS THE NEEDS
OF RHODE ISLAND RESIDENTS

PROVIDENCE HOUSING AUTHORITY

SCOPE OF WORK

The Providence Housing Authority (PHA), of Rhode Island is seeking qualified firms to perform Authority Wide (AW), UPSC Inspections at all of its locations throughout the City of Providence in accordance with all applicable HUD rules and regulations **FOLLOWING NSPIRE STANDARDS.**

The following shall be covered under this contract:

Developments – (buildings/ housing parks)

Amp#:	Development:	Number of Buildings	Units:	High Rise	Office Address:
1	Chad Brown	20		N	285-F Chad Brown St., Prov., RI 02908
	Admiral Terrace	17			
	Sunset Village	1			
	Total:	38	375		
2	Roger Williams	2		N	672 Prairie ave. Prov., RI 02905
2	Codding Court	6		N	142 Dodge St., Prov., RI 02907
	Total:	8	160		
3	Hartford Park	59	508	Y/N	300 Hartford Ave., Prov., RI 02909
4	Manton Heights	22	330	N	31 Salmon St., Prov., RI 02909
5	Dexter Manor 1&2	1	291	Y	100 Broad St., Prov., RI 02903
6	Dominica Manor	1	204	Y	100 Atwells Ave., Prov., RI 02903
7	Carroll Tower	1	194	Y	243 Smith St., Prov., RI 02908
8	Kilmartin Plaza	1	106	Y	160 Benedict St., Prov., RI 02909
9	Parenti Villa	1	194	Y	25 Tobey St., Prov., RI 02909
	TOTAL	133	2362		

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Unit	Address	BR	Unit	Address	BR
21501	131 Congress Avenue #131	4	22121	44 Bridgham Street #044	3
21502	133 Congress Avenue #133	4	22122	46 Bridgham Street	3
21503	194 Hanover Street #194	4	22123	321 Willard Avenue #321	4
21504	192 Hanover Street #192	4	22124	325 Willard Avenue #325	4
21505	190 Hanover Street #190	4	22125	338 Willard Avenue #338	3
21506	188 Hanover Street #188	4	22126	340 Willard Avenue #340	3
21507	122 Mitchell Street #122	4	22127	98 Bogman Street #098	3
21508	124 Mitchell Street #124	4	22128	100 Bogman Street #100	3
21509	130 Mitchell Street #130	4	22129	80 Burnside Street #080	3
21510	132 Mitchell Street #132	4	22130	82 Burnside Street #082	3
21511	134 Mitchell Street #134	4	22131	66 Burnside Street #066	3
21512	136 Mitchell Street #136	4	22132	68 Burnside Street #068	3
21701	98 Chad Brown Street #098	3	22133	72 Burnside Street #072	3
21702	100 Chad Brown Street #100	3	22134	74 Burnside Street #074	3
21703	8 Malbone Street #008	3	22135	817 Manton Avenue #817	4
21704	10 Malbone Street #010	3	22136	819 Manton Avenue #819	4
21705	14 Malbone Street #014	3	22137	821 Manton Avenue #821	4
21706	16 Malbone Street #016	3	22138	823 Manton Avenue #823	4
21707	13 Dome Street #013	3	22139	1 Miner Street #001	4
21708	15 Dome Street #015	3	22801	71 Fillmore Street #002	3
21709	11 Glenham Street #011	3	22802	69 Fillmore Street #001	3
21710	13 Glenham Street #013	3	22803	7 Ark Street #003	3
21711	11 Saint James Street #011	3	22804	9 Ark Street #004	3
21712	9 Saint James Street #009	3	22901	177 Whittier Avenue #177	3
21713	9 Glenham Street #009	3	22902	179 Whittier Avenue #179	3
21714	7 Glenham Street #007	3	22903	242 Clarence Street #242	4
21715	293 Prairie Avenue #293	3	22904	244 Clarence Street #244	4
21716	295 Prairie Avenue #295	3	23001	55 Phebe Street #055	3
21717	444 Chalkstone Avenue #444	3	23002	57 Phebe Street #057	3
21718	446 Chalkstone Avenue #446	3	23004	38 Henrietta Street #038	3
21719	440 Chalkstone Avenue #440	3	23005	40 Henrietta Street #040	3
21720	442 Chalkstone Avenue #442	3	23101	218 Power Street #218	3
21721	49 Wayne Street #049	3	23102	218 1/2 Power St Apt. # #218	3
21722	51 Wayne Street #051	3	23103	51 Flora Street #051	3
21723	57 Longo Street #057	3	23104	53 Flora Street #053	4
21724	59 Longo Street #059	3	23105	55 Flora Street #055	3
21725	17 Salisbury Street #017	3	23106	57 Flora Street #057	4
21726	36 Saratoga Street #036	3	23201	45 Gesler Street #045	3
21727	18 Salisbury Street #018	3	23202	47 Gesler Street #047	3
21728	20 Salisbury Street #020	3	23203	35 Grant Street #035	4
21729	330 Plain Street #001	3	23204	37 Grant Street #037	4
21730	330 Plain Street #002	3	23205	16 Henry Street #016	3

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21731	11 Ocean Street #011	4	23206	18 Henry Street #018	3
21732	10 French Street #010	5	23301	10 Boyd Street	4
21733	14 French Street #014	5	23302	12 Boyd Street #012	4
21734	241 Sayles Street #241	5	23303	2 Dorr Street #002	3
21735	245 Sayles Street #245	5	23304	4 Dorr Street #004	3
21736	249 Sayles Street #249	5	23401	124 Tell Street #124	3
21737	397 Cahill Street #397	5	23402	126 Tell Street #126	3
21738	19 Miner Street #019	3	23403	130 Tell Street #130	4
21739	21 Miner Street #021	3	23404	132 Tell Street #132	4
21740	52 Dartmouth Avenue #052	3	23405	136 Tell Street #136	3
21741	54 Dartmouth Avenue #054	3	23406	138 Tell Street #138	5
21742	21 Congress Avenue #021	3	23407	47 Ledge Street #047	3
21743	23 Congress Avenue #023	3	23408	49 Ledge Street #049	3
21744	25 Congress Avenue #025	3	23409	38 Boyd Street #038	4
21745	27 Congress Avenue #027	3	23410	40 Boyd Street #040	4
21746	29 Congress Avenue #029	3	23501	66 Judith Street #066	3
21747	31 Congress Avenue #031	3	23502	68 Judith Street #068	4
21748	14 Derry Street #014	4	23503	70 Judith Street #070	4
21749	16 Derry Street #016	4	23504	72 Judith Street #072	3
21750	18 Derry Street #018	4	23505	74 Judith Street #074	3
21751	20 Derry Street #020	4	23506	76 Judith Street #076	4
21752	22 Derry Street #022	4	23507	78 Judith Street #078	4
21753	130 Stansbury Street #130	3	23508	80 Judith Street #080	3
21754	132 Stansbury Street #132	3	23509	21 Sterling Avenue #021	3
21755	33 Comstock Avenue #033	3	23510	23 Sterling Avenue #023	3
21756	37 Comstock Avenue #037	3	23601	83 Lancashire Street #083	3
21757	35 Comstock Avenue #038	3	23602	85 Lancashire Street #085	3
21758	39 Comstock Avenue #039	3	23603	68 Crandall Street #068	3
21759	134 Stansbury Street #134	3	23604	70 Crandall Street #070	3
21760	136 Stansbury Street #136	3	23605	25 Gifford Street #025	3
21761	29 Derry Street #029	3	23609	23 Gifford Street #023	3
21762	23 Derry Street #023	3	23606	47 Health Avenue #047	3
21764	29 Barbara Street #029	3	23607	54 Gesler Street #054	3
21765	31 Barbara Street #031	3	23608	56 Gesler Street #056	3
21766	33 Barbara Street #033	3	23701	35 Alvin Street #035	3
21767	35 Barbara Street #035	3	23702	37 Alvin Street #037	3
21768	37 Barbara Street #037	3	23703	250 Laurel Hill Avenue #250	3
21769	39 Barbara Street #039	3	23704	252 Laurel Hill Avenue #252	4
21770	41 Barbara Street #041	3	23705	187 Dora Street #187	3
21771	43 Barbara Street #043	3	23706	189 Dora Street #189	3
21772	45 Barbara Street #045	3	23707	1201 Chalkstone Avenue #001	3
21773	47 Barbara Street #047	3	23708	1203 Chalkstone Avenue -#002	4
21774	55 Melissa Street #055	3	23709	53 Berkley Street #053	4
21775	57 Melissa Street #057	3	23710	55 Berkley Street #055	3

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21776	23 Ridgeway Street #023	3	23801	160 Almy Street #160	4
21777	25 Ridgeway Street	3	23802	162 Almy Street #162	4
21778	14 Ruby Street #014	3	23803	76 Opper Street #076	3
21779	16 Ruby Street #016	3	23804	78 Opper Street #078	3
21780	34 Cortez Street #034	3	23805	15 Ring Street #015	3
21781	36 Cortez Street #036	3	23806	17 Ring Street #017	3
21782	38 Cortez Street #038	3	23807	85 Bergen Street #085	3
21783	40 Cortez Street #040	3	23808	87 Bergen Street #087	3
21784	42 Cortez Street #042	3	23809	21 Parnell Street #021	3
21785	44 Cortez Street #044	3	23810	23 Parnell Street #023	3
21786	46 Cortez Street #046	3	23901	29 Stone Street #029	4
21787	48 Cortez Street #048	3	23902	27 Stone Street #027	4
21788	19 Derry Street #019	4	23903	39 Stone Street #039	4
21801	14 Boyd Street #014	3	23904	41 Stone Street #041	3
21802	16 Boyd Street #016	3	23905	5 Hebron Street #005	3
21803	18 Boyd Street #018	4	23906	7 Hebron Street #007	3
21804	20 Boyd Street #020	4	23907	1 Hebron Street #001	3
22101	83 West Clifford Street #083	4	23908	3 Hebron Street #003	3
22102	85 West Clifford Street #085	4	24001	90 Oakland Avenue #090	3
22103	94 West Clifford Street #094	3	24002	92 Oakland Avenue #092	3
22104	96 West Clifford Street #096	3	24006	193 Whitehall Street #193	4
22105	88 West Clifford Street #088	3	24004	195 Whitehall Street #195	4
22106	90 West Clifford Street #090	3	24005	88 Oakland Avenue #088	4
22107	33 Hollis Street #033	4	24003	86 Oakland Avenue #086	4
22108	35 Hollis Street #035	4	24007	25 Hillwood Street #025	3
22109	6 Salisbury Street #006	4	24008	27 Hillwood Street #027	3
22110	8 Salisbury Street #008	4	24101	133 Whittier Avenue #133	3
22111	87 Harrison Street #087	4	24102	135 Whittier Avenue #135	3
22112	89 Harrison Street #089	4	24103	175 Whittier Avenue #001	3
22113	21 Milk Street #021	4	24104	175 1/2 Whittier Ave Apt. # Rear #002	3
22114	23 Milk Street #023	4	24201	2 Caxton Street #002	3
22115	104 Bogman Street #104	4	24202	4 Caxton Street #004	3
22116	106 Bogman Street #106	4	24301	43 Suffolk Street #043	3
22117	115 Prairie Avenue #115	3	24302	45 Suffolk Street #045	3
22118	117 Prairie Avenue #117	3	24303	37 Suffolk Street #037	3
22119	28 Mt. Vernon Street #028	3			
22120	30 Mt. Vernon Street #030	3			
			TOTAL: 244 units		

LEDGEND:

single unit

duplex

duplex

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Specifications:

1. This is a two (2) year contract.
2. The contractor shall inspect 2,376 units and 230 scattered site units for a total of **2,606 units** in accordance with the latest applicable HUD Rules and Regulations following **NSPIRE** standards and protocols.
3. Inspections will begin as soon as possible following an executed contract and **MUST be completed / submitted to the PHA by 6/1/2024** in the first year and again **by 6/1/2025** in the second.
4. The Contractor shall inspect and submit a Uniform Inspection Report (UIR) on one building/ development at a time before moving to the next. **The contractor will start with Scattered Sites.**
5. During the inspections the contractor will **immediately** on a daily basis notify (*person to be named later*) of any life / safety issues in writing by unit for expedited resolution by the PHA Facilities team.
6. Immediately following each location's inspection (*high rise, family park or scattered site*), the contractor will provide the PHA with an accurate complete report, as mentioned above, of all units inspected for the particular development. **One original and one electronic file of the completed UIR shall be supplied.**
7. Inspection for each development shall be scheduled for **a minimum of two weeks prior** based on site arrival with (Jeffrey Bent - Sr. Project Manager). This will allow sufficient time to notify residents that a Contractor will be entering their apartment for an inspection with a security guard or a representative of the Authority.

PERSONNEL:

- All employees of the Contractor, Subcontractors, or other representatives shall be skilled in the type of work for which they are employed and shall work under the direction of a competent superintendent.
- All employees of the Contractor, subcontractors, or other representatives shall be legal to work in the United States and licensed as required by Federal, State, and local regulations to perform the type of work for which they are employed on the project.
- Should the Authority deem anyone employed in the work incompetent or unfit to fulfill their duties, the Contractor shall remove such employee from the work, and shall not re-employ them for work on this project or any other Authority project, without written permission from the Authority. The Contractor is free to select and employ the replacement personnel.
- The Contractor, Subcontractors, employees, and / or other representatives shall wear identifying company uniform and employee badge while working on Authority properties.
- The Contractor shall submit a sample of ID badges prior to contracting with the Authority, if requested.
- All personnel shall be neat in appearance and shall conduct work in a professional manner.
- The Contractor shall furnish the necessary, qualified supervision to oversee all operations.
- The Contractor is responsible for all personnel involved in the work, including those directly employed by the contractor, sub-contractors, and suppliers of equipment and / or labor.
- The Contractor shall be responsible for ensuring all personnel (including sub-contractors) adhere to OSHA Safety Standards at all times during this project.

WORK SCHEDULE:

- The Contractor shall provide appropriate staffing to perform work in a timely manner.

CONTRACT AWARD:

- The contract award is expected to be made within ninety (30) calendar days following the bid opening.
- **All prices are considered firm.**
- Upon receipt of the Notice of Award and Contract, the Contractor shall review, sign, and submit a signed Contract, a preliminary schedule, and any submittals required for the performance of this project no later than ten (10) calendar days following the receipt of such notice.

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- **The contract period is for two years**, beginning on the date indicated on the Notice to Proceed issued by the Providence Housing Authority and ending on 6/30/2025.
- Upon receipt of the Notice to Proceed, the Contractor shall sign and submit to the Authority a signed version of the Notice to Proceed no later than five (5) calendar days following the receipt of such notice.

SUB-CONTRACTING:

- Unauthorized sub-contracting is prohibited. The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this Request for Proposals (including, but not limited to, selling or transferring the contract) without the prior written consent of the Authority. Any purported assignment of interest or delegation of duty, without the prior written consent of the Authority shall be void and may result in the cancellation of the contract with the Authority or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract.

BREACH OF AGREEMENT:

- If the Contractor fails to fulfill its obligations under a contract in a timely and proper manner or if it shall violate any of the terms of a contract, the PHA shall have the right to immediately terminate such contract and withhold payments in excess of fair compensation for work completed. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable Federal, State or Local laws or regulations.

TERMINATION:

- The PHA shall have the right to terminate a contract at any time and reserves the right to terminate a contract for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to the Contractor. Payment to the Contractor shall be made for work performed prior to receipt of the termination notice, together with the Contractor's reasonable, subject to PHA approval, cost for closing down its work, and the Contractor shall have no claim for loss of anticipated profits or any additional compensation.
- Despite the above, the Contractor shall not be relieved of liability to the PHA for damages sustained by virtue of any breach by the Contractor.

TERMINATION OF CONTRACT FOR CAUSE:

- If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Authority, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- Despite the above, the Contractor shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the Contract by the Contractor, and the Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Authority from the Contractor is determined.

TERMINATION OF CONVENIENCE OF AUTHORITY:

- The Authority may terminate this Contract at any time by a notice in writing from the Authority to the Contractor. If the Contract is terminated by the Authority for Convenience, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty per cent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor may be reimbursed for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period that are directly attributable to the uncompleted portion of

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the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Termination for Cause or Convenience will be determined by the Authority in its sole discretion.

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BID PACKAGE INSTRUCTIONS

Project:

The Providence Housing Authority (PHA) is accepting proposals from qualified vendors for UPSC Inspections at all of its locations throughout the City of Providence in accordance with all applicable HUD rules and regulations FOLLOWING NSPIRE STANDARDS.

Location:

AUTHORITY WIDE

Estimated Contract Period:

- 2/20/2024 **3/04+/-/2024** – 6/30/2025

Proposals Due:

~~Tuesday, February 6th, 2024~~, **Monday, February 19th, 2024**, prior to 10:00 AM Local Time or EST

- All bids must be received before the above deadline.
- The Authority will not be responsible for the receipt of bids not properly submitted.

Pre-Bid Meeting:

- **Tuesday, January 23rd, 2024, at 10:00 AM**
- Address: 40 Laurel Hill Ave., Providence RI

RFI Procedures:

- Allow a minimum of seventy-two (72) hours for a response to any RFI's.
 - **Final RFI's must be received by 12:00 PM on Tuesday, January 30th, 2024**
 - No RFI's will be addressed after the above deadline.
 - All requests for information (RFI) must be sent via e-mail to the Senior Project Manager, at jbent@provhousing.org.
-

Please complete all sections of the RFP and provide the information requested. If additional material is required for one or more questions, please label attachments clearly and reference them in your response. Your response to this RFP will serve as the basis for the consideration of your potential as the vendor.

All research and work performed hereunder must be done in an independent and unbiased manner. Entities or parties having business, personal or social ties to affordable housing will not be precluded from submitting a Proposal in response to this RFP, but all Proposals must be unbiased toward any special interest group, housing variable category, or population demographic. Any connection to a specific group must be disclosed in the Proposal.

Proposal Submission Instructions:

Since the authority will not be aware of all who may submit proposals, it is the responsibility of all proposers to inquire after any amendment(s) issued to this RFP prior to their submittal. Proposers are responsible for reviewing the entire RFP package, scope of work, amendments (if any), and any other information contained in this Request for Proposals. **All bids are considered final and must be submitted before the deadline.**

Each proposal will be initially reviewed to determine if it meets the submission requirements as stated in this RFP. The PHA, in its sole discretion, will reject a response as non-responsive if:

- The forms furnished by PHA are not used or are altered;
- The proposed service costs are not submitted in the format required or attached as directed;
- If all required forms do not accompany the proposal;

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- If there are unauthorized additions, conditional or alternative proposals, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous;
- If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award;
- The PHA determines the proposed cost is beyond what the agency deems is reasonable and / or what it may be able to spend on the project.

Rejection:

- PHA does not guarantee that a contract will be awarded because of this Request for Proposals.

Contract Term:

- The initial Contract Term:
 - **3/04+/-/2024 – 6/30/2025**
- *The Authority reserves the right to award contracts to multiple offerors, to reject any or all proposals, to waive for all applicants any information in the specifications or bidding process or to cancel in whole or in part this solicitation if it is in the best interest of the Authority to do so.*

Additional Offerors Credentials:

- At least five (5) years of experience with similar scope of work in this RFP for public housing authorities
- Familiarity of HUD regulations
- Familiarity of NSPIRE format and regulations.
- Offeror offices and any 3rd party offices must reside within the United States
- The offeror must include in their proposal how long after executing a contract they need to begin this endeavor and expected completion date.
- **The offeror shall not be barred from doing business with HUD / receiving Federal Funds.**

Cost Incurred in Responding:

- All costs directly or indirectly related to preparation of a response to this Request for Proposals, or any oral presentation required to supplement and / or clarify the submittal which may be required by the PHA shall be the sole responsibility of and shall be borne by Offeror.
- Each firm, by submitting its proposal waives any claim for liability against the PHA as to loss, injury, and costs or expenses, which may be incurred as a consequence of its response to this document.

No Deposit / No Retainer:

- PHA will not pay any deposits or retainer fees.
- Each firm, by submitting its proposal waives any claim for liability against the PHA as to loss, injury and costs or expenses, which may be incurred as a consequence of its response to this document. The PHA will only pay the successful Respondent(s) for actual work performed.

Proposal Evaluation:

- **Proposal Opening Results.** It is understood by all proposers / prospective proposers that the proposals received are not publicly opened and the results will typically not be a matter of public record until the Agency has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results. When the Agency issues such notice, the Agency will inform all proposers as to each proposer's placement as a result of the evaluation (i.e., 1st, 2nd, 3rd, etc.) and the total points each proposer was awarded as a result of the evaluation.
- All proposal documents submitted by the proposers are not necessarily a matter of public record and as a matter of normal course, the proposals submitted by each proposer will not, until after award has been completed, be available to be viewed by any interested parties except as approved by the Agency Legal Counsel (i.e., a proposer will not, prior to completion of award, be allowed to challenge an apparent top-rated proposer by inspecting the proposal that the apparent top-rated proposer

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submitted). The Agency shall, however, upon request, verify that the proposal documents submitted are/were acceptable.

- Proposers will be required to demonstrate their ability to perform the work based on their prior work history, experience, satisfactory references, technical proficiency, and ability to provide qualified manpower.

Award of Proposal(s):

- The successful proposer shall be the person / firm who, as determined by this RFP's detailed evaluation process, is the top-rated responsive and responsible proposer. This also requires that his / her proposal is reasonable, he / she can deliver the specified items in a timely manner and the proposal is, in the opinion of the Agency, in the Agency's best interest to accept the proposal. All proposers will be notified in a timely manner of the results of the evaluation after award has been completed.

Rejection of Proposals:

- The Agency reserves the right, at any time during the proposal process, to reject any or all proposals received. In the case of rejection of all proposals, the Agency reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of the Agency, the best interest of the Agency will be promoted.
- Prospective proposers acknowledge by downloading and receiving the RFP documents and / or by submitting a proposal that the submission of a proposal to the Agency is not a right by which to be awarded that proposal, but merely an offer by the prospective proposer to perform the requirements of the RFP documents in the event the Agency decides to consider an award to that proposer.

Cancellation of Award:

- The Agency reserves the right to, without any liability, cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

Right to Negotiate Final Fees:

- The Agency shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer during negotiations may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. If such negotiations are not, in the opinion of the Project Manager, successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer.

Contract Conditions:

- The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:
- **Contract Form.** The Agency will not execute a contract on the successful proposer's form. Contracts will only be executed on the Agency form, and by submitting a proposal the successful proposer agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the successful proposer the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective proposer to notify the Agency, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.
- **HUD Forms.** Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within any of the HUD forms included as a part of this RFP.

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Contract Compliance Statement:

- The Offeror shall state their compliance with all applicable rules and regulations of Federal, State and Local governing entities and that they are not excluded from Federal procurement programs. The offeror must state compliance with the terms of this Request for Proposals (see attachments).
- The Offeror must demonstrate that the proposal meets **all** applicable rules, regulations, permitting, registration, and licensing requirements, whether Local, State or Federal. It is the responsibility of the Offeror to determine the applicability of any rule, regulation, or other requirement.

Equal Employment Opportunity:

- The Offeror shall affirm that it does not have or subscribe to any personnel policy which permits or allows for discrimination in the employment promotion, demotion, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age, gender, gender identity, disability, or any other protected class, and that it has not been charged or found guilty of such discriminatory practices.

Diversity Business Enterprise (DBE) Program Requirements:

- Consistent with Presidential Executive Orders 11625, 12138, and 12432, the proposer shall make efforts to ensure that minority, women, and small business enterprises are utilized whenever possible. Efforts to achieve minority, women and small business participation shall include, but shall not be limited to:
- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises.
- Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.
- Firms submitting proposals are encouraged to consider subcontracting portions of the engagement to small firms owned or controlled by socially and economically disadvantaged individuals. The proposed subcontracting firms must be clearly identified in the proposal. Following the award of the contract, no additional subcontracting of services provided herein will be allowed without the express prior written consent of the PHA.

Licenses & Permits:

- Contractor will ensure all required licensing requirements are met.
- The Contractor and Contractor's employees and agents shall secure and maintain in force such licenses and permits as are required by law and shall conform to all Federal, State, and local laws, ordinances, and regulations covering the work under the contract.
- The Contractor shall provide to the Authority copies of these and any other required licenses.
- Failure to maintain licenses in current status during this Contract shall constitute a material breach.
- The Authority is exempt from the payment of any and all taxes and fees to the State of Rhode Island and City of Providence.
- The Offeror is responsible to comply with all governmental licensing requirements and associated business regulations whether Local, State or Federal. It is the responsibility of the Offeror to determine the applicability of any rule, regulation or other training or certification requirement.

Insurance:

- The winning bidder will be required to name the Authority as an additional insured and maintain the insurance for the duration of the Contract.
- The winning bidder will be required to provide a certificate of comprehensive liability / auto / workers compensation insurance.
- The winning bidder shall furnish the Authority a Certificate of Insurance evidencing that, Builder's Risk (Fire and Extended Coverage) Insurance on all work in place and / or materials stored at the construction site, including foundations and building equipment, is in force.

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- Proof of such coverage's must be presented to the Authority upon request.
- Failure to maintain insurance as required during the term(s) of this Contract shall constitute a material breach thereof.
- The Contractor is responsible for the full cost of any loss.

The Agency's Reservation of Rights:

- **Right to Contract with One or Multiple Contractors.**
- **Right to retain all proposals submitted in response to this RFP**, and no firm shall be allowed to withdraw said proposal for a period of **90** days after the deadline for receiving proposals without the written consent of the PHA Contracting Officer (CO).
- **Right to Reject, Waive, or Terminate this RFP.** Reject any or all proposals, to waive any informality in this RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
- **Right to Not Award.** Not to award a contract pursuant to this RFP.
- **Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful proposer(s).
- **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
- **Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- **Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and / or proposals offering alternate or non-requested services.
- **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

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PROPOSAL CONTENT AND FORMAT

The PHA intends to retain the firm(s) pursuant to a "**Best Value**" basis, not a "**Low Bid**" basis ("Best Value," in that PHA will, as detailed in the following section, consider factors other than cost in making an award(s)). To allow for easier comparison of responses during evaluation, all responses must contain the following tabs and include page numbers in the following format with components clearly identified by cover page:

Tab 1: Executive Summary:

The Executive Summary must include a clear statement of the respondent's understanding of this RFP and the objectives of the PHA. At a minimum, include an outline of the proposer's firm, identification of the proposer or proposer's team and any sub-contractors that would be a part of the team, a description of the responsibilities of the project team, and a summary of the services to be provided.

Tab 2: Experience, Qualifications, and Personnel Listing:

The proposer must provide detailed information and documentation under this section describing their relevant experience, qualifications, and personnel to perform the work. Included in this section are:

- The number of years the firm has been in practice;
- The proposer's qualifications, relevant experience, and ability of staff to successfully perform the required services **by June 1st, 2024**; elaborate on familiarity with UPCS and NSPIRE
- The names, qualifications, education, skills, and specific experience of staff who will provide the services.

Tab 3: Scope of Services:

Describe in detail how the firm will deliver the scope of services as described in the specifications. Include a detailed description of tasks, deliverables, and timeframes by development.

Tab 4: Fee Proposal and Cost Analysis Forms (Appendix A):

Each proposer must provide a proposed fee and a cost analysis in the proscribed forms to PHA for the listed project **in a sealed envelope attached only to TAB 6 in the original copy of the submission**. Please note that the fee proposal for this service is inclusive of all elements required to deliver and present the scope and specifications as specified herein.

Vendor should provide a detailed breakdown of the following:

- **Development Cost by amp:** unit cost by development driven by number of units / building layout

Tab 5: Required HUD and PHA Forms (Appendix A):

All forms must be fully completed and submitted under this section as part of the response submittal.

- COMPANY PROFILE FORM
- HUD 5369-C CERTIFICATIONS & REPRESENTATIONS OF OFFERORS FOR NON-CONSTRUCTION CONTRACT
- NON-COLLUSIVE AFFIDAVIT
- CLIENT REFERENCES FORM
- LIST OF SUBCONTRACTORS
- VENDOR DISCLOSURE AGREEMENT
- FAIR EMPLOYMENT PRACTICE STATEMENT
- CERTIFICATION FOR CONTRACTS, GRANTS, LOAN AND COOPERATIVE AGREEMENT
- CONTINGENT FEES STATEMENT

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PROPOSAL EVALUATION FACTORS

The criteria for evaluating these proposals will be based on the items set forth in the Request for Proposals (RFP). If an award is made based on this solicitation, it will be made to the top rated **responsive and responsible** "Offeror" which in the judgment of the Agency, best meets the factors presented in this RFP and the long-term goals and needs of the Agency. Additionally, a Contract resulting from this RFP shall be subject to all other requirements or restraints that may be imposed by the U.S. Department of Housing and Urban Development (HUD).

Proposals will be evaluated:

- Each response received will be first evaluated for responsiveness (i.e., meets the minimum requirements).
- Responsive submissions will then be evaluated by a PHA review committee.
- PHA reserves the right to invite a proposer(s) to provide a presentation to the review committee.
- Using the five (5) factors and their respective assigned values as follows:

Factor #	Factor Description	Max Point Value
A	<p><u>Knowledge of HUD requirements:</u></p> <ul style="list-style-type: none"> • Explanation of the company's knowledge in reporting UPCS inspections utilizing NSPIRE standards. 	30
B	<p><u>Expierience:</u></p> <ul style="list-style-type: none"> • Presented a proven track record in <u>meeting deadlines</u> by providing UIR Reports following NSPIRE standards. 	25
C	<p><u>Staffing:</u></p> <ul style="list-style-type: none"> • Described a solid game plan to be able to meet or exceed the June 1st, 2024 deadline inclusive of all developments and Scattered Sites. 	25
E	<p><u>Cost:</u></p> <ul style="list-style-type: none"> • The value of the service the company is offering based on submitted proposal. 	20
		100
	<p>Women and Minority Business Enterprises (W/MBE) Women and Minority Business Enterprises (W/MBE) Bonus: An additional six (6) points will be added to the final score for companies that are registered as such. Businesses registered as such are required to submit a copy of their Certification to earn these additional points. The State of Rhode Island Office of Diversity, Equity & Opportunity website has more information regarding the certification process and defines the category of individuals that can certify as a W/MBE.</p> <p>Minority Business Enterprise (MBE) means a business enterprise that is at least 51% owned and controlled by one or more minority or socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or other similar causes.</p> <p>Women's Business Enterprise (WBE) is an independent business concern that is at least 51% owned and controlled by one or more women who are U.S. citizens or Legal Resident Aliens; whose business formation and principal place of business are in the U.S. or its territories; and whose management and daily operation is controlled by a woman with industry expertise.</p>	6 bonus points

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PROPOSAL EVALUATION METHOD

1. Initial Evaluation for Responsiveness:

Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

2. Evaluation Packet:

An evaluation packet will be prepared for each evaluator, including the following documents:

- Instructions to Evaluators
- Proposal Tabulation Form
- Written Narrative Form for each proposer
- Copy of all pertinent RFP documents

3. Evaluation Committee:

The Agency anticipates selecting a minimum of a three-person committee to evaluate each of the responsive "hard copy" proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he / she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. The designated Project Manager is the only person at The Agency that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

4. Evaluation:

The appointed evaluation committee, independent of the Contracting Officer or any other person at The Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Contracting Officer.

5. Points Awarded Range:

Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFP) are shaded.

Classification*	Rating	%
Acceptable	Excellent	95%/+
Acceptable	Very Good	90%/+
Potentially Acceptable	Good	80%/+
Potentially Acceptable	Average	75%/+
Unacceptable	Poor	<75%

*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.

6. Potential "Competitive Range" or "Best and Finals" Negotiations:

The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with any individual / firms deemed to be in the competitive range. Any individual / firm deemed not to be in the competitive range shall be notified of such in writing by The Agency in as timely a manner as possible, but in any case within no longer than ten (10) days after the beginning of such negotiations with the individual / firms deemed to be in the competitive range.

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7. Determination of Top-ranked Proposer:

The points awarded by the evaluation committee will be forwarded to the Project Manager who will tally each of the scoring sheets to determine the highest score.

If the evaluation was performed to the satisfaction of the Project Manager, the final rankings will be submitted for final approval and review. Contract negotiations may, at the Agency's option, be conducted prior to or after approval.

8. Minimum Evaluation Results:

To be considered to receive an award, a proposer must receive a total calculated average of at least 70 points (of the 100 total possible points).

9. Ties:

In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

10. Notice of Results of Evaluation:

If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

- Which proposer received the award;
- Where each proposer placed in the process as a result of the evaluation of the proposals received;

11. Restrictions:

All persons having familial (including in-laws) and / or employment relationships (past or current) with principals and / or employees of a proposer entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and / or contract with a proposer entity will be excluded from participation on the Agency evaluation committee.

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APPENDIX A

Forms to be filled out and returned to PHA with the bid package.

- COMPANY PROFILE FORM
- HUD 5369-C: CERTIFICATIONS & REPRESENTATIONS OF OFFERORS FOR NON-CONSTRUCTION CONTRACTS
- NON-COLLUSIVE AFFIDAVIT (Notarized)
- CLIENT REFERENCES FORM
- LIST OF SUBCONTRACTORS
- VENDOR DISCLOSURE AGREEMENT
- FAIR EMPLOYMENT PRACTICE STATEMENT (Notarized)
- CERTIFICATION FOR CONTRACTS, GRANTS, LOAN, AND COOPERATIVE AGREEMENT (Notarized)
- CONTINGENT FEES STATEMENT (Notarized)

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COMPANY PROFILE FORM

Company: _____

Address: _____

Email: _____

Phone: _____

Please attach a brief biography / resume of the company, including the following information:

- a) Year Firm Established;
- b) Year Firm Established in RI, if applicable;
- c) Former Name and Year Established, if applicable;
- d) Name of Parent Company and Date Acquired, if applicable;
- e) Number of RPCAs the Firm Has Complete for Public Housing Authorities

IDENTIFY PRINCIPALS / PARTNERS IN FIRM

Name	Title	% Of Ownership

Identify the individual(s) that will act as project manager(s) and any other supervisory personnel that will work on the project and submit a brief resume for each.

Name	Title

Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male)	Public-Held Corporation	Government Agency	Non-Profit Organization
%	%	%	%

Minority Business Enterprise (MBE) or Woman-Owned Business Enterprise (WBE). Qualifies by virtue of fifty-one percent (51%) or more of ownership and active management by one or more of the following:

African American	Native American	Hispanic American	Asian/Pacific American	Hasidic Jew
%	%	%	%	%
Asian/Indian American	Woman-Owned (WBE)	Woman-Owned (Caucasian)	Disabled Veteran	Other (Specify)
%	%	%	%	%

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WMBE Certification Number: _____

Certified By: _____

(NOTE: A CERTIFICATION NUMBER IS NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

Federal Tax ID Number: _____

State of RI License Type and Number: _____

Worker's Compensation Insurance Carrier: _____

Policy Number: _____ **Expiration Date:** _____

General Liability Insurance Carrier: _____

Policy Number: _____ **Expiration Date:** _____

Professional Liability Insurance Carrier: _____

Policy Number: _____ **Expiration Date:** _____

FELONY DISCLOSURE

Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony?

Yes () / No ()

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

PLEASE NOTE: The Agency reserves the right to not make award to any proposer that has principal or staff who has been convicted of a felony if the Agency believes that doing so is in its best interests.

DEBARRED STATEMENT

Has this firm or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Rhode Island, or any local government agency? **Yes () / No ()**

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

Does this firm or any principal(s) have any current / past personal or professional relationship with any Officer or Commissioner of the Providence Housing Authority? **Yes () / No ()**

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

The undersigned proposer hereby states that by completing and submitting this form, he / she is verifying that all information provided herein is, to the best of his / her knowledge, true and accurate, and agrees that if the Providence Housing Authority discovers that any information entered herein is false, that shall entitle the Providence Housing Authority to not consider, make award, or cancel any award with the undersigned party.

Company: _____

Address: _____

Printed Name: _____

Signature: _____

Title: _____

Date: _____

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NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says:

That (he / she) is (the owner / partner / officer) of the firm of:

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, to fix overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Housing Authority of the City of Providence, Rhode Island, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature & Title:

Owner: if the bidder is an individual

Partner: if the bidder is a partnership

Officer: if the bidder is a corporation

Subscribed and sworn to before me this

_____ day of _____, 20__.

(Notary Public)

My commission expires _____, 20__

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LIST OF SUBCONTRACTORS

The Respondent must identify whether they intend to use any subcontractors for the scope of work for which it is responding and/or if the response is a joint venture with another firm. All information required from the Respondent under the preceding sections must also be included for any major Subcontractors (defined as 10% or more of project work) or from any joint venture.

Company Name: _____
Trade: _____
Address: _____
Contact Person: _____
Email: _____
Phone Number: _____
SAM.gov ID Number: _____

Company Name: _____
Trade: _____
Address: _____
Contact Person: _____
Email: _____
Phone Number: _____
SAM.gov ID Number: _____

Company Name: _____
Trade: _____
Address: _____
Contact Person: _____
Email: _____
Phone Number: _____
SAM.gov ID Number: _____

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VENDOR DISCLOSURE AGREEMENT

Entity Completing Form: _____
Address: _____
Company Contact Name: _____
Telephone: _____

The Providence Housing Authority requires the following written disclosure prior to award:

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change order, or individual transactions in an aggregate of \$3,000.00, shall provide to the Procurement Office a written disclosure of any conflicts of interest that may exist.

Relationship to a Providence Housing Authority employee, Board Member, or Agent* involved in making the award. A relationship can be defined as: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister; a partner; or an organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

* Agent is defined as the Providence Housing Authority legal counsel

- I certify that I am not related to a Providence Housing Authority employee, Board member, or Agent
- I am not aware of any relatives being employed by the Providence Housing Authority
- I am related to an individual and disclose the following information:

Name(s) of Individual(s):
Address(es) of Individual(s):

I certify that all the information above is true and complete. I also understand that if my situation changes during any contractual period, that I will disclose the change in writing to the Procurement Officer at the PHA>

Signature: _____
Date: _____

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FAIR EMPLOYMENT PRACTICE STATEMENT

STATE OF _____

COUNTY OF _____

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is _____ of _____ (Offeror) and that by its employment policy, standards and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal of, laying off of any individual due to his/her race, creed, color, national origin, age sex, disability or any other protected class.

Signature

Type/Print Name

Subscribed and sworn to before me this

_____ day of _____, 20____.

(Notary Public)

My commission expires _____, 20____

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CERTIFICATION FOR CONTRACTS, GRANTS, LOAN, AND COOPERATIVE AGREEMENT

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 persons, 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 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 any 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 it 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 subrecipients 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.

Executed this ____ day of _____, 20__

By: _____
(Signature of Authorized Official)

(Printed Name of Authorized Official)

Subscribed and sworn to before me this

_____ day of _____, 20__.

(Notary Public)

My commission expires _____, 20__

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CONTINGENT FEES STATEMENT

State of _____

County of _____

In accordance with the Providence Housing Authority's policy, it is a breach of ethical standards for a person to be retained, or to upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After being first duly sworn according to law, the undersigned (affiant) states that he/she is the _____, of _____ (Offeror) and that the Offeror has not retained anyone in violation of the foregoing.

And further Affiant sayeth not.

By: _____

Title: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

(Notary Public)

My commission expires _____, 20_____

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APPENDIX B

- PHA AGREEMENT FOR SERVICES (SAMPLE)
- PART II – TERMS AND CONDITIONS

PROVIDENCE HOUSING AUTHORITY

SAMPLE AGREEMENT FOR SERVICES

Contract No. XX-XXX

THIS AGREEMENT, is made and entered into this **Month, Day, Year** by and between **VENDOR NAME** located on Address, a [State of Incorporation] Corporation, hereinafter called the "**Contractor**" and **The Housing Authority of the City of Providence, Rhode Island**, a public body and a body corporate and politic existing under the General Laws of the State of Rhode Island, hereinafter called the "**Authority**":

WITNESSETH, that the Contractor and the Authority, for the considerations stated herein, mutually agree:

ARTICLE 1. Statement of Work

The Contractor shall furnish all labor, materials, and services to perform the:

Uniform Physical Condition Standards (UPCS) INSPECTIONS - Authority Wide

project for all locations of the Housing Authority throughout the City of Providence in accordance with: all applicable HUD rules and regulations, Part II – Additional Terms and Conditions, the Authority's Request for Proposals, dated XX/XX/XXXX, and the Contractor's Proposal, dated XX/XX/XXXX, all of which are hereby incorporated by reference and made a part hereof.

The specific deliverables are: _____

ARTICLE 2. The Contract Price

The Authority shall pay the Contractor for the performance of this contract, in current funds, subject to additions and deductions as provided herein, the sum of **XXXX and 00/100 Dollars (\$X,XXX.00)**.

ARTICLE 3. Method of Payment

Portions of the contract price (ARTICLE 2) shall be paid within thirty (30) days of receipt of an approved invoice. If the delivery of any service and / or material purchased under this contract is provided in stages, then for each of the agreed stages, a partial payment will be made. The Contractor is issued **Contract Number XX-XXX** by the Authority. This number must be indicated on all invoices in order to be processed for payment.

Billing Address: ATTN Finance
 Providence Housing Authority
 100 Broad Street,
 Providence, RI 02903

Email Invoices: Finance@provhousing.org

ARTICLE 4. Time of Performance

The **Uniform Physical Condition Standards (UPCS) INSPECTIONS - Authority Wide** project will commence on or about **XX/XX/XXXX** and shall be completed on or before **XX/XX/XXXX**.

ARTICLE 5. Contract Documents

The Contract shall consist of the following component parts:

- a. This Instrument
- b. Part II – Additional Terms & Conditions
- c. Request for Proposals, Dated, Month XX, 202X
- d. Contractor's Proposal, Dated Month XX, 202X
- e. Amendments (if any)
- f. HUD and PHA Required Forms
- g. City of Providence, Rhode Island Forms (if required)

ARTICLE 8. Additional Compliance

Contractor shall comply with all pertinent Federal, state, and municipal laws and regulations, and all pertinent Amendments thereto, including but not limited to:

PROVIDENCE HOUSING AUTHORITY

- Federal and State Confidentiality, Privacy and Data Security;
- Title VII of the Civil Rights Act of 1964;
- The Pregnancy Discrimination Act;
- The Equal Pay Act of 1963;
- The Age Discrimination in Employment Act of 1967;
- Title I of the Americans with Disabilities Act of 1990;
- Sections 102 and 103 of the Civil Rights Act of 1991;
- Sections 501 and 505 of the Rehabilitation Act of 1973;
- The Genetic Information Nondiscrimination Act of 2008; and
- Executive Order 11246 as Amended, including Parts I through IV.
- Vendors, Non-Affiliated Third Parties, and Contractors shall implement and maintain reasonable data security procedures and practices appropriate to the size and scope of the organization, the nature of the information, and the purpose for which the information was collected to protect the Personal Information (PI) from Unauthorized Access, Use, Modification, Destruction, or Disclosure.

THIS INSTRUMENT, together with the other documents enumerated in ARTICLE 5, are fully a part of the Contract as if hereto attached and constitutes the entire agreement between the parties. This Agreement shall not be modified except in writing signed by both parties. If any provision in any component part of this Contract conflicts with any provision of any other component part, the provision required by HUD, and/or provision(s) most beneficial to the Authority, shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Witness

The Providence Housing Authority

Melissa Sanzaro,
Executive Director
100 Broad Street
Providence, RI 02903

Witness

Vendor

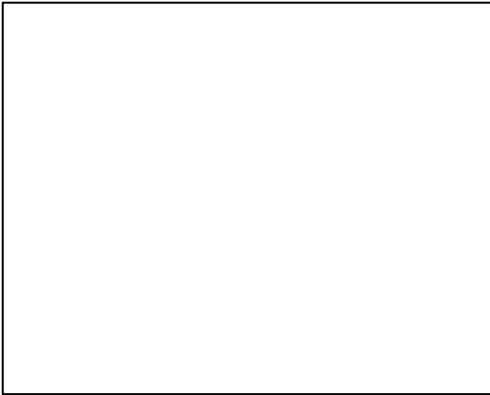
TITLE
ADDRESS
CITY, STATE ZIP

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CERTIFICATION

I, _____, certify that I am the _____ of the corporation named as Contractor herein, that _____ who signed this contract on behalf of the Contractor, was then Vice President of said corporation, that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers:

[Corporate Seal]



By: _____

{THIS AREA INTENTIONALLY BLANK}

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PART II - TERMS & CONDITIONS

1. Breach of Agreement

If the Contractor fails to fulfill its obligations under a contract in a timely / proper manner or if it shall violate any contract terms, the PHA shall have the right to immediately terminate such contract and withhold payments in excess of fair compensation for work completed. The term "breach of agreement" includes, but is not limited to, failure to comply with any applicable Federal, State or Local laws or regulations.

2. Termination

The PHA shall have the right to terminate a contract at any time and reserves the right to terminate a contract for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to the Contractor. Payment to the Contractor shall be made for work performed prior to receipt of the termination notice, together with the Contractor's reasonable, subject to PHA approval, cost for closing down its work, and the Contractor shall have no claim for loss of anticipated profits or any additional compensation.

Despite the above, the Contractor shall not be relieved of liability to the PHA for damages sustained by virtue of any breach by the Contractor.

3. Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Authority, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Despite the above, the Contractor shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the Contract by the Contractor, and the Authority may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Authority from the Contractor is determined.

4. Termination for Convenience of Authority

The Authority may terminate this Contract any time by a notice in writing from the Authority to the Contractor. If the Contract is terminated by the Authority for Convenience, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor may be reimbursed for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period that are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Termination for Cause or Convenience will be determined by the Authority in its sole discretion.

5. Changes

The Authority may, from time to time, request changes in the Scope of Services from the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall only be effective if prior written agreement by the Authority's Contracting Officer is obtained. Such agreement(s) shall be considered written amendments to this Contract.

6. Personnel

- a. The Contractor represents that they have, or will secure at their 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 the Authority.
- b. All services required hereunder will be performed by the Contractor or under their supervision, and all personnel engaged in the work shall be fully qualified and 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 on work under this Contract.

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7. Anti-Kickback Rules

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Contractor shall comply with all applicable "Anti-kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

8. Withholding of Salaries

If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Authority shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be dispersed by the Authority for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

9. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Authority for the latter's decision which shall be final.

10. Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any protected class. The Contractor shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to race, color, religion, sex, national origin, or protected class. 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
- b. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor shall 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.

11. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because they have filed any complaint or instituted or caused to be instituted any proceeding or have testified or are about to testify in any proceeding under or relating to the labor standards applicable hereunder to their employer.

12. Compliance with Local Laws

The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

13. Subcontracting

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Authority. The Contractor shall be as fully responsible to the Authority for the acts and omissions of their subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by them.

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Unauthorized sub-contracting is prohibited. The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the PHA. Any purported assignment of interest or delegation of duty, without the prior written consent of the PHA, shall be void and may result in the cancellation of the contract with the PHA or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract.

14. Assignability

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Authority: Provided, however, that claims for money due or to become due the Contractor from the Authority under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Authority.

15. Interest of Members of Authority

No member of the governing body of the Authority, and no other officer, employee, or agent of the Authority who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

16. Interest of Other Local Public Officials

No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review/approval of the carrying out of the Project of this Contract, shall have any personal interest, direct or indirect, in this Contract.

17. Interest of Certain Federal Officials

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

18. Interest of Contractor

The Contractor covenants that they presently have no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

19. Findings Confidential

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

20. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the Authority harmless from loss on account thereof; except that the Authority shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process, or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give notice shall make the Contractor responsible for resultant loss.

21. Examination and Retention of Contractor's Records

- a. The Authority, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three (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.
- b. The Contractor shall include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a). "Subcontract," as used in this clause, excludes purchase orders below \$10,000.00.
- c. The periods of access and examination in paragraphs (a) and (b) above for the record relating to (1) appeals, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Authority, HUD, or Comptroller General or any of the duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims or exceptions.

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22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon or any material delivered under this contract free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Insurance

The Contractor is required to obtain an endorsement to the comprehensive general liability policy to include owners' and contractors' protective liability coverage to protect the Authority from any claims arising from the contractor's operations. Before beginning work, the Contractor and each subcontractor shall furnish the Authority with Certificates of Insurance showing that the following insurance is in force and will insure all operations under the contract. All insurance shall be carried with companies that are financially responsible and authorized to do business in Rhode Island.

- A. **Workers' Compensation Insurance** in accordance with Rhode Island Worker's Compensation Laws for all employees engaged under this contract. Employer's Liability Coverage in the minimum amount of \$100,000 for each occurrence.
- B. **Offeror's Professional and Commercial Liability Insurance.** Professional liability insurance coverage of at least \$1,000,000. Bodily injury and property damage combined single limit in the minimum amount of \$1,500,000 each occurrence, \$2,000,000 aggregate.
- C. **Automobile Liability Insurance** on owned, non-owned and hired motor vehicles used on or in connection with the site(s) for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.

Items labeled A. through C. shall have coverage in the minimum amount of \$1,500,000 each occurrence, \$2,000,000 aggregate.

- D. **Cyber Liability Insurance** coverage of at least \$1M, with sub-limits of at least \$500,000.00 in each category.
- E. The Certificates of Insurance noted in paragraphs A, B, C and D shall indicate that the policy holder has added the Authority as an Additional Insured. Within ten (10) days of Award of work, Contractor shall provide the PHA with a copy of the actual Insurer's policy endorsement evidencing it has added the PHA as an Additional Insured on Contractor's policy(ies).
- F. Hold Harmless and Indemnification. Nothing in this Agreement shall be construed to mean that Providence the Housing Authority assumes any liability for damages or otherwise on account of accidents to persons or property, including but not limited to accidents arising or resulting from Contractor's operations. Contractor shall be solely responsible for supervising all of its own, and its sub-contractors, and operations, including but not limited to losses arising from the willful and/or negligent actions of its own and its sub-contracted staff and all personal injuries occurring on site.
- G. Indemnification. Except to the extent caused by the negligence of the Housing Authority, Contractor shall indemnify, protect and hold harmless the Housing Authority to the fullest extent permitted by law from and against all liabilities, costs (including reasonable attorney fees), losses and claims of any kind or nature imposed on, incurred by, or asserted against the Housing Authority arising out of the active or passive negligence or willful actions of Contractor, and/or its sub-contractors, in any way connected with the completion of the work and its/their operations. Contractor shall, at its own expense, pay all expenses and provide attorneys reasonably acceptable to the Housing Authority to defend and/or seek enforcement of the provisions hereof on behalf of the Housing Authority in matters regarding the indemnity contained herein. The terms and conditions of this provision shall survive the term/period of performance of this Agreement.

24. Additional Provisions

- a. **Prohibition Against Gratuities:** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

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- b. **Prohibition Against Kickbacks:** It shall be a breach of ethical standards for any payment gratuity or offer of employment to be made by or on behalf of a sub consultant under a contract to the prime contractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- c. **Assignment-Consent Required:** The provisions of a contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Such contract nor any of the rights and obligations of the Contractor hereunder shall not be assigned, subcontracted, or transferred in whole or in part without the prior written consent of the PHA. Any such assignment transfer or subcontract shall not release the Contractor from its obligation hereunder. Any approved assignee shall assume each and every obligation of the Contractor hereunder and PHA may contract with or reimburse any such assignee without waiving any of its rights against the Contractor.
- d. **Entire Contract:** Such contract shall set forth the entire Agreement between the parties with respect to the subject matter hereof, and shall govern the respective duties and obligations of the parties until and unless a more formal Agreement is entered into between the parties.
- e. **Force Majeure:** No party to such contract shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by any act of God, force majeure, storm, fire, casualty, civil disturbance, riot, war, national emergency, act of Government, act of public enemy or other cause of similar nature beyond its control.
- f. **Ownership of Documents:** All data and records prepared or obtained under this Agreement shall be made available, upon request, to the PHA without restriction or limitation on their use.
- g. **Access to Records:** The Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice and appropriate accounting procedures and practices. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and formally established audit regulations, procedures and guidelines of the reviewing or audit agency.

The PHA shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all data, information, materials, and documents obtained, discovered, or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda, letters, or other correspondence and materials obtained during the performance of services or tasks under this Contract.

- h. **Personally Identifiable Information (PII) and Findings Confidential:** Contractor agrees to comply with the Privacy Act of 1974 (the Act) and all rules and regulations issued pursuant to it in the collection and use of protected Personally Identifiable Information. And, all reports, information, data, etc., prepared or assembled by or for the Contractor and/or PHA under this Agreement containing private or confidential of recipients of public housing assistance (except as may be expressly authorized) or any other such protected information shall not be made available to any individual or organization other than the PHA without the prior written approval of the PHA.

Contractor also agrees to comply with the RI Identity Theft Protection Act and all other pertinent data security and cyber security: laws, HUD regulations and commercially reasonable best practices.

- i. **Modification of Contract:** Such Contract may be modified only by written amendment executed by all parties.
- j. **Partnerships/Joint Ventures:** Such Agreement shall not in any way be construed or intended to create a partnership or joint venture between the parties or among any of the parties. None of the parties of a contract shall hold itself out in a manner contrary to the terms of this RFP. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this RFP.
- k. **Waiver:** No waiver of any provision of such contract shall affect the right of the Authority thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

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APPENDIX C

EEOC REQUIREMENTS

- STANDARD FEDERAL E.E.O (EXECUTIVE ORDER 11246)
- LAWS ENFORCED BY E.E.O.C

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STANDARD FEDERAL E.E.O (EXECUTIVE ORDER 11246)

Executive Order 11246 — Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964–1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

PART I — NONDISCRIMINATION IN GOVERNMENT EMPLOYMENT

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966–1970 Comp., p. 803]

PART II - NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS

Subpart A – Duties of the Secretary of Labor

SEC. 201

The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B – Contractors' Agreements

SEC. 202

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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, religion, sex, sexual orientation, gender identity, 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, religion, sex, sexual orientation, gender identity, 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 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 will, in all solicitations or advancements 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, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor 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's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which he 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's commitments under Section 202 of Executive Order No. 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 will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order No. 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.

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- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, 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 No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 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 will include the provisions of paragraphs (1) through (8) 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 No. 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 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 becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

[Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

SEC. 203

- a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2014, 79 FR 42971]

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SEC. 204

- a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order.
- b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.
- c. Section 202 of this Order shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this Order.
- d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this Order: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this Order.

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 – 77144]

Subpart C – Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205

The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206

- a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.
- b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207

The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the EEOC, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208

- a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.
- b. The Secretary of Labor may hold, or cause to be held, hearings prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

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Subpart D – Sanctions and Penalties

SEC. 209

In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

- a. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
- b. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.
- c. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
- d. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
- e. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
- f. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210

Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 211

If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212

When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

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Subpart E – Certificates of Merit

SEC. 213

The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214

Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215

The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

PART III – NONDISCRIMINATION PROVISIONS IN FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

SEC. 301

Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302

- a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.
- c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303

- a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.
- b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel,

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terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

- c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304

Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

PART IV – MISCELLANEOUS

SEC. 401

The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402

The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403

- a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.
- b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p. 264]

SEC. 404

The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405

This Order shall become effective thirty days after the date of this Order.

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LAWS ENFORCED BY EEOC

Title VII of the Civil Rights Act of 1964 (Title VII)

This law makes it illegal to discriminate against someone on the basis of race, color, religion, national origin, or sex. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate applicants' and employees' sincerely held religious practices, unless doing so would impose an undue hardship on the operation of the employer's business.

The Pregnancy Discrimination Act

This law amended Title VII to make it illegal to discriminate against a woman because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

The Equal Pay Act of 1963 (EPA)

This law makes it illegal to pay different wages to men and women if they perform equal work in the same workplace. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

The Age Discrimination in Employment Act of 1967 (ADEA)

This law protects people who are 40 or older from discrimination because of age. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

Title I of the Americans with Disabilities Act of 1990 (ADA)

This law makes it illegal to discriminate against a qualified person with a disability in the private sector and in state and local governments. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

Sections 102 and 103 of the Civil Rights Act of 1991

Among other things, this law amends Title VII and the ADA to permit jury trials and compensatory and punitive damage awards in intentional discrimination cases.

Sections 501 and 505 of the Rehabilitation Act of 1973

This law makes it illegal to discriminate against a qualified person with a disability in the federal government. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

The Genetic Information Nondiscrimination Act of 2008 (GINA)

Effective – November 21, 2009. This law makes it illegal to discriminate against employees or applicants because of genetic information. Genetic information includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder or condition of an individual's family members (i.e. an individual's family medical history). The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

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APPENDIX D

BID SUBMISSION

- FORM

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BID SUBMISSION FORM

Project: Authority Wide Uniform Physical Condition Standards (UPCS) INSPECTIONS
Bid Due: ~~Tuesday, February 06, 2024~~, **Monday, February 19, 2024**, by 10:00 AM EST

Date: _____

Contractor: _____

Owner / Officer – Title: _____

Address: _____

City, State, Zip Code: _____

Email: _____

To:
Providence Housing Authority
Facilities Management Department
40 Laurel Hill Avenue
Providence, RI 02909

The undersigned, having become familiar with the local conditions affecting the cost of the work and project requirements for the **UPCS Inspections** at the above properties located in Providence, Rhode Island, including Bidding Requirements, Contract Documents, Specifications and Amendments, if any thereto, and on file at the office of the Authority, hereby proposes to furnish all labor, materials, equipment and services required to complete the work, all in accordance therewith for the following sums of money.

Notes:

- * Providence Housing Authority is Tax Exempt.
- * Bids shall be both written in words and shown in figures.

PROJECT TOTAL {from project cost breakdown}:

\$

Words

Figures

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The Bidder acknowledges below, by number and date, the receipt of Amendments to this solicitation of bids.

In submitting this bid, it is understood that the right is reserved by the Authority to reject any and all bids and to waive any informalities in the bidding. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within 90 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond and certificates of required insurance within seven (7) days after the contract is awarded to him/her.

*Bid Guaranty in the sum of **ten (10%)** percent of the bid sum, in the form of **N/A** is submitted herewith in accordance with the Instruction to Bidders.*

Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

The bidder represents that he () **has**, () **has not** participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10923, 1114, or 11246 or the Secretary of Labor: that he () **has**, () **has not**, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. The above representation need be submitted only in connection with contracts or subcontracts exceeding \$10,000.00.

Certification of Non-segregated Facilities. By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at a location, under his control, where segregated facilities are maintained. He certified further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities, provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00; that he will retain such certifications in his

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files; and that he will forward a notice to his proposed subcontractors as provided in the instructions to bidders.

Project Cost Breakdown

Family Developments:

Hartford Park+ 1 High Rise Building: \$ _____
Chad Brown: \$ _____
Admiral Terrace: \$ _____
Sunset Village: \$ _____
Roger Williams: \$ _____
Coddington Court: \$ _____
Manton Heights: \$ _____

High Rise Developments:

Dexter Manor I and II: \$ _____
Dominica Manor: \$ _____
Carroll Tower: \$ _____
Kilmartin Plaza: \$ _____
Parenti Villa: \$ _____

Scattered sites:

Providence \$ _____

Total Project Cost: \$ _____

(This total must match total on page 1 of Bid Submission Form)