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## INVITATION FOR BIDS

### LANDSCAPING SERVICES – AUTHORITY WIDE

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**ISSUE DATE:**

THURSDAY, MARCH 28, 2024

**BID DUE DATE:**

THURSDAY, APRIL 25, 2024  
BY 2:00 PM EST.

**ROXANA ROSARIO**  
**JUNIOR PROJECT MANAGER**  
[rrosario@provhousing.org](mailto:rrosario@provhousing.org)

PROVIDENCE HOUSING AUTHORITY  
40 Laurel Hill Avenue  
Providence, RI 02909

[www.provhousing.org](http://www.provhousing.org)

# PROVIDENCE HOUSING AUTHORITY

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## INVITATION FOR BIDS

The Housing Authority of the City of Providence Rhode Island is accepting sealed bids from qualified vendors for the three (3) year, **Authority Wide Landscaping Services**, located in Providence, RI. Detailed information regarding the work encompassed under this project is provided in the Scope of Work section of this Invitation for Bids.

**A Pre-bid meeting** is scheduled to be held **on Tuesday, April 9, 2024, at 10:00 AM**, at the **Facilities Management Building, 40 Laurel Hill Ave. Providence, RI 02909**.

Address all pre-bid questions or requests for information (RFIs) pertaining to this project and bid documents to **Roxana Rosario, Junior Project Manager, via email at [rosario@provhousing.org](mailto:rosario@provhousing.org)**. All RFIs must be submitted in writing no later than **Monday, April 15, 2024, by 12:00 PM**, prior to when bids are due and no RFI will be addressed after this deadline. The RFI Response(s) will be posted to the Authority's website for all potential bidders to review prior to submitting a bid.

Bids will be received until **2:00 PM EST on Thursday, April 25, 2024**, at the Facilities Management Department of the Providence Housing Authority. Bidders must deliver submissions in a sealed envelope, marked "**Landscaping Services – Authority Wide**" and addressed to the attention of:

Providence Housing Authority  
Facilities Management Department  
40 Laurel Hill Avenue  
Providence, RI 02909  
**ATTN: Roxana Rosario**

It shall be the responsibility of any and all bidders to consult the Providence Housing website (<https://provhousing.org/working-with-pha/vendors/>) for the complete Invitation for Bids, to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth in this IFB and any addendum, RFI response, Pre-bid meeting agenda and notes issued by the Authority.

By virtue of completing, signing, and submitting the completed documents, the bidder 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 bids not properly submitted.
- Will not accept bids received after the above deadline.

Minority and Woman-Owned Businesses are encouraged to submit bids. Bidders 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.

The Housing Authority of the City of Providence, Rhode Island

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**Roxana Rosario, Junior Project Manager**

## PROVIDENCE HOUSING AUTHORITY

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### PROVIDENCE HOUSING 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.

***Vision Statement:*** 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.

***Mission Statement:*** PHA provides and develops quality and safe affordable housing opportunities and services to address the needs of Rhode Island Residents.

# PROVIDENCE HOUSING AUTHORITY

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## SCOPE OF WORK

The Housing Authority of the City of Providence Rhode Island is seeking proposals from qualified vendors for the three (3) year **Landscaping Services – Authority Wide** project, to include lawn cutting, shrub pruning, and weeding for the developments listed below, all located in Providence, RI.

### Summary of Work:

- The Contractor must have sufficient equipment and personnel to meet the demands of the Contract.
- The Contractor will be responsible for mowing / lawn services for 121 residential properties (Scattered Sites) a minimum of two (2) times per month during the months of April to November.
- The Contractor will be responsible for pruning shrubs for 121 residential properties (Scattered Sites) a minimum of two (2) times per season during the months of April to November.
- The Contractor will be responsible for weed control for 121 residential properties (Scattered Sites) a minimum of three (3) times per season during the months of April to November.
- The Contractor will be responsible for mowing, trimming, and cleanup for the Coddington Court development a minimum of two (2) times per month during the months of April to November.
- The Contractor will be responsible for mowing, trimming, and cleanup for the Roger Williams development a minimum of two (2) times per month during the months of April to November.
- The Contractor will be responsible for removing and disposing of brush / vegetation for the slopes at Hartford Park & Manton Heights a minimum of two (2) times per season during the months of April to November.
- The Contractor shall ensure that the height of mowing shall be appropriate for the turf species and shall remain consistent in order to prevent scalping or burning.
- The Contractor shall ensure that mowing patterns are alternated each week in order to prevent ruts and compaction.
- The Contractor shall use a power weed eater for trimming in any areas inaccessible by a mower.
- The Contractor shall ensure that the trimming height match the mowing height.
- The Contractor shall perform weed control, ensuring that areas along sidewalks, porches, driveways, and fence lines are free from weeds.
- The Contractor shall ensure that adjacent sidewalks and streets be clean of clippings.
- The Contractor shall remove all cut grass and promptly remove collected debris to an authorized disposal site.
- The Contractor shall coordinate all work with the Owner at least three (3) days prior to servicing.
- The Contractor shall prepare a monthly project schedule for lawn services.
- The Contractor shall prepare monthly field reports (with photographs) per development in order to monitor the conditions of the site (before and after).

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## CONTRACTOR RESPONSIBILITIES

### General:

- The Contractor shall supply all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work.
- The Contractor shall obtain any permits required to perform work as outlined in the bid documents. The Authority does not pay / get charged permit fees by the city.
- Work is to be performed in accordance with this IFB, scope of work, specifications, and amendments, if any.
- The Authority only recognizes one contractor as party to this contract.
- The Contractor shall promptly submit written notice, within five business days of discovery, to the Authority of observed variance of contract documents from legal requirements.
- 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.
- The Contractor shall not make any substitutions for materials without prior written authorization from The Authority.
- The Contractor shall be responsible for all their material, equipment, and other items onsite.
- Storage of materials in public, common or private areas within the project is prohibited.
- The Contractor shall submit a "pencil requisition" to the Authority for review and approval prior to submitting an invoice for payment. Allow 7 business days for review by 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 on the project and shall work under the direction of a competent superintendent.
- All employees of the Contractor, subcontractors, or other representatives shall be licensed as required by local, state, or federal regulations to perform the type of work for which they are employed on the project.
- All employees of the Contractor, subcontractors, or other representatives shall be legally able to work in the United States.
- The Contractor is responsible for all personnel involved in the work, including those of his direct employ, and his sub-contractors, and suppliers of materials and equipment and/or labor.
- The Contractor shall enforce strict discipline and good order among employees.
- Should the Authority deem anyone employed in the work incompetent or unfit for their duties, the Contractor shall remove such employee from the work and shall not re-employ them for work within the Authority on this project or any other project without written permission from the Authority. The Contractor shall select and employ the replacement personnel.
- The Contractor, its employees, subcontractors, and or other representatives shall wear identifying company uniform and employee badge while working on the Authority properties.
- The Contractor must submit a sample of their ID badge if requested.
- All personnel shall be neat in appearance and shall conduct their work in a professional manner.
- The Contractor shall not park their vehicles on grassy areas of the properties without written authorization from the Authority.

### Site Safety & Precautions:

- All work performed pursuant to this Contract must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.

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- The Contractor shall follow all OSHA safety requirements.
- The Contractor shall supply all safety or warning signs, equipment, plastic covers, barricades, and any other specialty items that may be required.
- The Contractor shall provide adequate protection for all persons and all Authority personnel within the working area.
- The Contractor shall not, at any time, leave work in an unsafe condition or any conditions that might cause personal injury or property damage, but shall continue to work until work is in a safe space to stop.
- The Contractor shall keep the working area sufficiently clear of equipment, material, and implements of service to prevent endangering persons and damage to the Authority property and to avoid an unsightly condition. Removal of such items shall be performed promptly upon completion of work.
- The Contractor shall ensure that clear, safe, passage remains available for access of tenants in the building if applicable.

### **Damage to the Authority Property:**

- The Contractor shall be responsible for the repair of any damage to Authority property and the restoration of any area disturbed by contractors or subcontractor's work to the satisfaction of the Authority's Authorized Representative prior to final payment.
- Any repair and/or restoration of the damaged area shall be performed at no cost to the Authority.

### **Debris Removal:**

- The Contractor shall be responsible for the physical removal and lawful disposal of all debris generated during this project in accordance with all local, state, and federal requirements. These costs shall be factored into the pricing submitted by the Contractor.
- The Contractor shall not use the Authority facilities for disposal of debris and waste material, whether hazardous or non-hazardous. The trash receptacles on site are not to be used for disposal of service maintenance debris.

### **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 IFB (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 or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract.

### **Delivery, Storage, and Handling:**

- Equipment shall be selected and operated so it will not damage existing construction or any new materials.
- All materials and equipment shall be handled in accordance with the manufacturer's guidelines.
- Any damage to materials or existing construction caused by the Contractor's failure to protect such, shall be repaired or replaced at no additional expense to the Authority.

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## PHA INSTRUCTIONS TO BIDDERS

### LANDSCAPING SERVICES – AUTHORITY WIDE

#### Project Location:

- CODDING COURT: 124-142 Dodge Street, Providence, RI 02907
- ROGER WILLIAMS: 666-672 Prairie Avenue, Providence, RI 02905
- SCATTERED SITES: \*121 single and duplex homes across Providence, RI
- HARTFORD PARK: slope
- MANTON HEIGHTS: slope

#### Pre-Bid Meeting:

##### **Tuesday, April 9, 2024, at 10:00 AM EST**

- Address: Providence Housing Authority  
Facilities Management Building  
40 Laurel Hill Avenue  
Providence, RI 02909
- Pre-Bid meeting Notes will be posted to the PHA website, <https://provhousing.org/working-with-pha/vendors/>.
- Nothing said at the pre-bid meeting will change the IFB requirements UNLESS an addendum is issued.

#### RFI Deadline and Procedures:

##### **Monday, April 15, 2024, by 12:00 PM EST**

- Address all pre-bid questions or requests for information pertaining to this project and bid documents to **Roxana Rosario, Junior Project Manager**, [rosario@provhousing.org](mailto:rosario@provhousing.org).
- Allow a minimum of seventy-two (72) hours for a response to any RFI's.
- No RFI's will be addressed after the above deadline.
- RFI responses will be posted to PHA website & emailed to attendees of Pre-bid meeting.

#### Bids Due Date:

##### **Thursday, April 25, 2024, prior to 2:00 PM EST**

- All bids must be received before the above deadline.
- The Authority will not be responsible for the receipt of bids not properly submitted.
- Bidders must deliver submissions in a sealed envelope, marked **“Landscaping Services – Authority Wide”** and addressed to the attention of:

Providence Housing Authority  
Facilities Management Department  
40 Laurel Hill Avenue  
Providence, RI 02909  
ATTN: **Roxana Rosario**

#### Work Schedule:

- Daily Schedule: Monday – Friday 8:00 AM to 4:00 PM.

#### Estimated Contract Period:



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- Estimated TIME for project
  - Anticipated Dates of Work (Year One): April 01, 2024 – November 30, 2024
  - Anticipated Dates of Work (Year Two): April 01, 2025 – November 30, 2025
  - Anticipated Dates of Work (Year Three): April 01, 2026 – November 30, 2026
- The exact start of the project has yet to be defined. However, it will be as soon as is practicable after the bid opening.
- Exact dates will be specified in the “Notice to Proceed.”

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### BID PACKAGE REQUIREMENTS

The Housing Authority of the City of Providence Rhode Island is seeking proposals from qualified vendors for the three (3) year **Landscaping Services – Authority Wide** project, to include lawn cutting, shrub pruning, and weeding for the developments listed below, all located in Providence, RI.

The selected contractor shall provide all labor and equipment necessary to complete the project in a workmanlike manner. Work shall be done in strict accordance with terms and conditions in this Invitation for Bids (IFB) and Specifications included in this IFB. The project in general comprises:

- The Contractor must have sufficient equipment and personnel to meet the demands of the contract.
- The Contractor will be responsible for mowing / lawn services for 121 residential properties (Scattered Sites) a minimum of two (2) times per month during the months of April to November.
- The Contractor will be responsible for pruning shrubs for 121 residential properties (Scattered Sites) a minimum of two (2) times per season during the months of April to November.
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- The Contractor will be responsible for removing and disposing of brush / vegetation for the slopes at Hartford Park & Manton Heights a minimum of two (2) times per season during the months of April to November.
- The Contractor shall ensure that the height of mowing shall be appropriate for the turf species and shall remain consistent in order to prevent scalping or burning.
- The Contractor shall ensure that mowing patterns are alternated each week in order to prevent ruts and compaction.
- The Contractor shall use a power weed eater for trimming in any areas inaccessible by a mower.
- The Contractor shall ensure that the trimming height match the mowing height.
- The Contractor shall perform weed control, ensuring that areas along sidewalks, porches, driveways, and fence lines are free from weeds.
- The Contractor shall ensure that adjacent sidewalks and streets shall be clean of clippings.
- The Contractor shall remove all cut grass and promptly remove collected debris to an authorized disposal site.
- The Contractor shall coordinate all work with the Owner at least three (3) days prior to servicing.
- The Contractor shall prepare a monthly project schedule for lawn services.
- The Contractor shall prepare monthly field reports (with photographs) per development in order to monitor the conditions of the site (before and after).

Since the Authority will not be aware of all who may submit bids, it is the responsibility of all bidders to inquire after any amendment(s) issued to this bid solicitation prior to their bid submittal. Bidders are responsible for reviewing in-depth the entire bid package, Scope of Work, plans and specifications, amendments (if any), and any other information contained in the Invitation for Bids. **All bids are considered final and must be submitted before the deadline.**

**The bid package, as submitted, shall include the following documents (as listed below). The Authority will not be responsible for the receipt of bids not properly submitted.**

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1. Bid Form (Notarized Original)
2. Form HUD 5369-C: Certifications & Representations of Offerors (Non-Construction)
3. Company Profile Form
4. Non-Collusive Affidavit (Notarized Original)
5. Vendor Disclosure Agreement
6. Copy of RI Contractor's License

By completing, executing, and submitting a bid, the "bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Authority, including the contract Terms and Conditions included in Appendix C. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

### **Additional forms to be submitted by lowest responsible and responsive bidder for further evaluation by the Authority prior to contract award:**

1. Client References Form, Minimum of three (3) references of similar projects
2. List of all Subcontractors (All subcontractors subject to review and approval by the Authority)
3. Fair Employment Practice Statement (Notarized original)

### **Additional Bidder Credentials:**

- Company must be registered on Sam.gov ( <https://sam.gov/content/home> ).
- Company must not be barred from doing business with HUD / receiving Federal Funds.

### **Insurance:**

- The winning bidder shall **name the Authority as an additional insured** and shall maintain the insurance for the duration of the Contract.
- The winning bidder shall provide a certificate of comprehensive liability / auto / workers compensation insurance.
- The liability coverage shall be a minimum of \$1,000,000.00 per occurrence.
- Proof of such coverage 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.

### **Licenseses & Permits:**

- The 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 Contractor is responsible for complying with all governmental licensing requirements and associated business regulations whether Local, State or Federal. It is the responsibility of the Contractor to determine the applicability of any rule, regulation or other training or certification requirement.
- **The Authority is exempt from the payment of all taxes and fees to the State of Rhode Island and City of Providence.**

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### Wage Requirements:

- Failure to abide by Prevailing Wage requirements shall constitute a material breach of contract.
- All employees performing labor at the project jobsite(s) must be paid wages no lower than the minimum wage rate equal to the Providence Housing Authority laborer's union rate for landscape maintenance.
- Hourly Wage Rate Minimum Requirements:
  - Lead Laborer \$26.79 + 45% of wage rate in fringe benefits
  - Lead Laborer Landscaper \$23.97 + 45% of wage rate in fringe benefits
  - Custodian \$15.94 + 45% of wage rate in fringe benefits

### Certified Payroll Requirements:

- Certified payroll documents must be submitted weekly via certified email (i.e.: DocuSign) by a verifiable, authorized signatory for the Company. Scanned documents no longer comply.
- Certified Payroll must be completed using the latest U.S. DOL Form WH-347.
- The General Contractor (i.e., Prime Contractor) shall be responsible for the compliance by any subcontractors, agents or assigns to wage rate requirements.
  - The General Contractor shall confirm all proper wages and benefits are being paid correctly and in accordance with wage rate requirements.
  - The General Contractor shall be liable for the non-compliance of its employees, subcontractors, agents, and assigns.
  - The General Contractor shall be required to pay back wages on behalf of their subcontractors, agents, and assigns.
  - The General Contractor may be subject to debarment in appropriate circumstances due to subcontractor's violations.
- The General Contractor and subcontractors shall maintain the required records for a minimum of three (3) years after all the work on the prime contract is completed.
- Statements or notices containing a breakdown of the fringe benefit rate(s) without sufficient supporting documentation are not acceptable forms of verification.
  - Contractor's own administrative costs are **not** creditable as fringe benefits even when the Contract pays a third party to perform such tasks. However, costs incurred by third parties directly related to administration and delivery of bona fide fringe benefits to Contractor's laborers and mechanics are creditable. If uncertain, the Contractor shall contact WHD for review.
- All Contractors who indicate on payrolls that fringe benefits are paid in approved plans must provide **verification** in the form of statements to third parties, union report forms, etc., along with copies of checks to those plans.
- All Contractors who have apprentices on the job will be required to provide DOL verification and any other verifications required by HUD regulations.
  - Any apprentices noted on payroll forms in excess of allowable ratio permitted under the registered program shall be paid NOT less than the applicable wage rate.
  - Every apprentice must be paid no less than the rate specified in the registered program for the apprentice's level of progress.
  - Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.
    - IF the program does NOT specify fringe benefits, apprentices must be paid the full amount of fringe benefits.
    - All apprenticeship programs must follow the ratio and wage rate standards established for Rhode Island, regardless of where their company's main office is located.

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- Failure to provide payroll reports and benefit statements on a weekly basis shall constitute a material breach of the Contract.
- Refer to the following website for a video demonstrating the process of filling out a certified payroll report <https://www.youtube.com/watch?v=wI9ekEHoAvg>.

### **Labor Violations:**

- Contractors submitting a bid shall provide with the bid on the company letterhead a list of any work practice and/or labor violations received by OSHA, EPA, Dept. of Labor, within the last five years, for **all** States where the Contractor is registered.
- Contractors failing to disclose violations with the bid will have their bid rejected.
- The Authority reserves the right to reject any bid based on the severity and number of violations received.

### **Cost Incurred in Responding:**

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

### **Contract Compliance Statement:**

- The Bidder 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. Bidders must state compliance with the terms of this Invitation for Bids (see attachments).
- The Bidder must demonstrate that the bid meets **all** applicable rules, regulations, permitting, registration, and licensing requirements, whether Local, State or Federal. It is the responsibility of the Bidder to determine the applicability of any rule, regulation, or other requirement.

### **Equal Employment Opportunity:**

- The Bidder 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 bidder 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.

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- 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 Authority.

### **Reservation of Rights:**

The Providence Housing Authority reserves the right:

- To reject any or all bids, to waive informality in the IFB process, or to terminate the process at any time, if deemed to be in its best interest.
- Not to award a contract pursuant to this IFB.
- To terminate a contract award pursuant to this IFB, at any time at its convenience upon ten (10) days written notice to the successful bidder(s).
- To determine days, hours, and locations that the bidder(s) shall provide services called for in this IFB.
- To retain all bids submitted in response to this IFB, and no firm shall be allowed to withdraw said bid for a period of ninety (90) days after the deadline for receiving bids without the written consent of the Authority's Contracting Officer (CO).
- To negotiate the fees proposed by the bidding entity.
- To reject and not consider any bid that does not meet the requirements of this IFB, including but not limited to incomplete bid and/or bids offering alternate or non-requested services.

### **Breach of Agreement:**

- If the Contractor fails to fulfill any obligation under a contract in a timely and proper manner or if it shall violate any of the terms of a contract, the Authority 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 Authority 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 Authority 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 Authority for damages sustained by virtue of any breach by the Contractor.
- Omissions of Wage Determinations and Contracts Clauses.

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If The Authority terminates a contract due to missing contract clauses or wage determinations, The Authority shall withhold, cross-withhold, and/or otherwise identify and obligate sufficient funds through a termination settlement agreement drafted by The Authority to pay any necessary back wages. The Contractor shall sign said termination settlement agreement and shall comply with its terms.

### **Termination of Contract for Cause:**

- If, through any cause, the Contractor shall fail to fulfill in timely and proper manner any obligation 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 (5) 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 by 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 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.
- Termination of this Contract can be for other reasons, as noted in HUD 5370 {attached}.

# PROVIDENCE HOUSING AUTHORITY

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## BID EVALUATION

All bids received by the date and time of receipt specified in this solicitation will be publicly opened and read aloud by **Roxana Rosario, Junior Project Manager**. The time and place of opening will be as specified in this solicitation. Bidders and other interested people may be present.

- At the bid opening day, the Authority will only disclose company name of each bidder; and calculated total bid amount.
- A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards.
- The bids will not be made available for inspection by anyone at this time. The Authority will, at a later time, review all bids in detail and will, in a timely manner (typically within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible.
- Bids will be available for inspection by the public after the award has been completed.
- Award of a contract will be to the lowest **responsible** and **responsive** bidder.
  - **The Authority believes vendors who attended the Pre-Bid Meeting are more likely to submit to the Authority more responsible / responsive Bids.**
  - **Bidders are strongly encouraged to attend the Pre-Bid Meeting.**
- Bidders must meet the qualifications stated in the bid package and Scope of Work.
- Bidders will be required to demonstrate their ability to perform the work based on their **understanding of the project's requirements – including seeing first-hand existing conditions at the Pre-Bid Meeting**, prior work history, previous experience, satisfactory references, technical proficiency, and ability to provide **qualified manpower**.
- The Authority reserves the right to reject the low bid price, if, in the opinion of the Authority, that bidder is determined not to be the best-qualified bidder or to be deficient in experience, **understanding of the project's requirements**, technical proficiency or unable to provide qualified manpower to meet the specification.
- The Authority may waive any informalities in the bids and may reject any or all bids.
- All prices are considered firm.
- No bid may be withdrawn within 90 days after the date of the bid opening.
- The final determination of the winning bidder will be at the sole discretion of the Authority.
- Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.
- Depending on the amount of the award, it is possible that the Authority may take such contract award to the Authority's Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.
- **The Authority considers all amounts final. Change Orders will be scrutinized and will not be considered for existing conditions that are known or that Bidder should have known. This includes but is not limited to conditions present at the Pre-Bid Meeting.**

### Responsive Evaluation:

After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e., meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Authority in a timely manner (in any case, in no less than 5 days after such determination is made).



## PROVIDENCE HOUSING AUTHORITY

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### **Responsible Evaluation:**

The Authority will evaluate each bid submitted as to responsibility (i.e., a firm that is qualified, responsible and able to provide to the Authority the required services). If the Authority ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Authority may proceed with award.

If the Authority determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Authority in a timely manner (in any case, in no less than 5 days after such determination is made); in such case, the Authority may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The HA may

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

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

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

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

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

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

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

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

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

[Describe bid or proposal preparation instructions here:]

# General Conditions for Non-Construction Contracts

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

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

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**Section I - Clauses for All Non-Construction Contracts greater than \$100,000**  
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### 1. Definitions

The following definitions are applicable to this contract:

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

### 2. Changes

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

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

### 3. Termination for Convenience and Default

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

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

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

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

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

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

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

**6. Energy Efficiency**

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

**7. Disputes**

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

**8. Contract Termination; Debarment**

**9. Assignment of Contract**

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

**10. Certificate and Release**

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

**11. Organizational Conflicts of Interest**

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

**12. Inspection and Acceptance**

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

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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if 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 the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of



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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# APPENDIX A

## FORMS TO BE SUBMITTED TO PHA WITH THE BID PACKAGE

- BID SUBMISSION FORM
- FORM HUD 5369-C: CERTIFICATIONS & REPRESENTATIONS OF OFFERORS (NON-CONSTRUCTION)
- COMPANY PROFILE FORM
- NON-COLLUSIVE AFFIDAVIT
- VENDOR DISCLOSURE AGREEMENT

**PROVIDENCE HOUSING AUTHORITY**

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**BID SUBMISSION FORM**

**Project:** LANDSCAPING SERVICES – AUTHORITY WIDE

**Bid Due:** Thursday, April 25, 2024, by 2:00 PM 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

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**(1.)** The undersigned, having become familiar with the local conditions affecting the cost of the work and project requirements for the **Landscaping Services – Authority Wide** project at the Coddington Court, Roger Williams, Manton Heights, Hartford Park, and 121 Scattered Sites located in Providence, Rhode Island, including Bidding Requirements, Contract Documents, Drawings, Technical 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:** LABOR AND MATERIALS (FROM BREAKDOWN OF BID PER LINE ITEMS):

\$

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Words

Figures

**PROVIDENCE HOUSING AUTHORITY**

**BREAKDOWN OF BID PER FOLLOWING LINE ITEMS**

TYPE OF WORK	COST STRUCTURE					
	Year One (1)		Year Two (2)		Year Three (3)	
	<i>per cut per unit</i>	Total	<i>per cut per unit</i>	Total	<i>per cut per unit</i>	Total
<b>SCATTERED SITES *121 Units</b>						
Lawn Services (2x / Month)	\$	\$	\$	\$	\$	\$
Pruning Shrubs (2x / Season)	\$	\$	\$	\$	\$	\$
Weeding (3x / Season)	\$	\$	\$	\$	\$	\$
<b>ROGER WILLIAMS</b>						
Mowing (2x / Month)	\$	\$	\$	\$	\$	\$
Trimming (2x / Month)	\$	\$	\$	\$	\$	\$
Cleanup (2x / Month)	\$	\$	\$	\$	\$	\$
<b>CODDING COURT</b>						
Mowing (2x / Month)	\$	\$	\$	\$	\$	\$
Trimming (2x / Month)	\$	\$	\$	\$	\$	\$
Cleanup (2x / Month)	\$	\$	\$	\$	\$	\$
<b>HARTFORD PARK</b>						
Removing / Disposing Brush (2x / Season)	\$	\$	\$	\$	\$	\$
<b>MANTON HEIGHTS</b>						
Removing / Disposing Brush (2x / Season)	\$	\$	\$	\$	\$	\$
<b>Total Cost / Year</b>	\$		\$		\$	
<b>TOTAL COSTS</b>	\$					

## PROVIDENCE HOUSING AUTHORITY

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

AMENDMENT #	ISSUE DATE OF AMENDMENT	DATE OF RECEIPT OF AMENDMENT

- (2.)** 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 certificates of insurance within seven (7) days after the contract is awarded to him.
- (3.)** 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.
- (4.)** 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 those 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.
- (5.)** 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 files; and that he will forward a notice to his proposed subcontractors as provided in the instructions to bidders.

**Note:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**PROVIDENCE HOUSING AUTHORITY**

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Vendor Address:

\_\_\_\_\_  
\_\_\_\_\_

Telephone:

\_\_\_\_\_  
\_\_\_\_\_

Federal ID Number:

Contractor Registration Number:

MBE/WMBE Registration Number:

Vendor Name:

\_\_\_\_\_

By:

Title:

Signature and Date:

**Owner**, if bidder is an individual.  
**Partner**, if bidder is a partnership.  
**Officer**, if bidder is a corporation, affix seal.

{Corporate Seal}



**Subscribed and sworn to before me this**

\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

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

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

# Certifications and Representations of Offerors Non-Construction Contract

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

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

## 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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Signature & Date:

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Typed or Printed Name:

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Title:

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# PROVIDENCE HOUSING AUTHORITY

## 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)
%	%	%	%	%

# PROVIDENCE HOUSING AUTHORITY

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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:** \_\_\_\_\_

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## 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 staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

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## 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.

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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:** \_\_\_\_\_

**PROVIDENCE HOUSING AUTHORITY**

**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\_\_\_\_.

# PROVIDENCE HOUSING AUTHORITY

## 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

## **APPENDIX B**

### **FORMS TO BE SUBMITTED BEFORE AWARD OF A CONTRACT**

- CLIENT REFERENCES FORM
- LIST OF SUBCONTRACTORS
- FAIR EMPLOYMENT PRACTICE STATEMENT



# PROVIDENCE HOUSING AUTHORITY

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## LIST OF SUBCONTRACTORS

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

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

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

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

**PROVIDENCE HOUSING AUTHORITY**

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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 \_\_\_\_\_ (Bidder) and that by its employment policy, standards, and practices, the Bidder does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal of, or 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\_\_\_\_.



**PROVIDENCE HOUSING AUTHORITY**

**CERTIFICATION CONCERNING PREVAILING WAGE REQUIREMENTS**

Contractor

Subcontractor

**Project Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_

**Type of Work:** \_\_\_\_\_

- 
- 
1. The undersigned acknowledges that:
    - The named project is being financially assisted by the Federal Government (HUD).
    - The payment of prevailing wages is required under the Davis Bacon Act and that the application, U.S. Dept. of Labor's General Wage Decision schedule has been included as part of the above-described contract.
    - The correction of any infractions of the David Bacon and related Acts, included infractions by lower tier subcontractors, is the responsibility of the prime contractor.
  
  2. The undersigned, being a duly sworn officer of the above identified contractor, certifies that:
    - The payment of prevailing wages as described in 1 (b) above shall be paid to all employees of the above-named contractor for the duration of the contract period.
    - Upon execution of any contract with lower tier subcontractors, and prior to their mobilization on site, a copy of this form shall be submitted through the prime contractor to the Providence Housing Authority.
    - The firm has not been determined to be ineligible for award of a government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12 (a) (1).

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**Name:** \_\_\_\_\_

**Contractor/Subcontractor**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

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

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

# APPENDIX C

## SAMPLE CONTRACT DOCUMENTS

- PHA AGREEMENT FOR SERVICES {SAMPLE}
- PART II – TERMS & CONDITIONS

**PROVIDENCE HOUSING AUTHORITY**

**AGREEMENT FOR SERVICES {SAMPLE}**

**Contract No. XX-XXX**

**THIS AGREEMENT**, is made and entered into this **Month, Day, Year** by and between **Vendor Name** located at **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**":

**WITNESS**, 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 **Landscaping Services – Authority Wide** for the Authority throughout the City of Providence in accordance with: all applicable HUD rules and regulations, the Authority's Request for Proposal, dated **XX/XX/XXXX**, Part II – Terms and Conditions, 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 entire contract, in current funds, subject to additions and deductions as provided herein, the **XXXX and 00/100 Dollars (\$XX,XXX.00)**.

**ARTICLE 3. Method of Payment:**

Portions of the contract price, as stated in ARTICLE 2., shall be paid within thirty (30) days after receipt of an approved invoice. If the delivery of any services 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 Department  
Providence Housing Authority  
100 Broad Street  
Providence, RI 02903

**Email invoices to:** [Finance@provhousing.org](mailto:Finance@provhousing.org)

**ARTICLE 4. Time of Performance:**

This Contract / Project will commence on or about **XX/XX/XXXX** and shall be completed on or before **XX/XX/XXXX**.

## PROVIDENCE HOUSING AUTHORITY

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### **ARTICLE 5. Contract Documents:**

The Contract shall consist of the following component parts:

- a. This Instrument
- b. Part II – Additional Terms and Conditions
- c. Request for Proposals, Dated **XX/XX/XXXX**
- d. Contractor's Proposal, Dated **XX/XX/XXXX**
- e. Amendment # **XX** (if applicable) Dated **XX/XX/XXXX**
- f. PHA and HUD required forms
- g. State of RI required forms

### **ARTICLE 6. 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:

- 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(s) required by HUD, and/or provision(s) most beneficial to the Authority, shall govern.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in two (2) original counterparts on the day and year first written on page one of **Contract Number XX-XXX**.

# PROVIDENCE HOUSING AUTHORITY

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**Witness:**

By: \_\_\_\_\_

**The Housing Authority of the City of Providence, R.I.**

By: \_\_\_\_\_

Melissa Sanzaro  
Executive Director  
100 Broad Street  
Providence, RI 02903

**Witness:**

By: \_\_\_\_\_

**Contractor Name**

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

SAMPLE

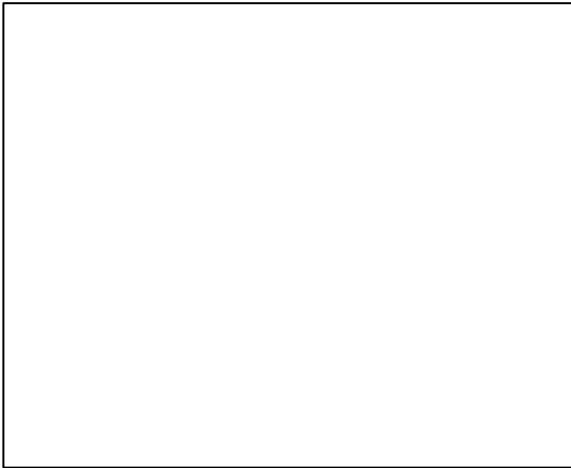
**PROVIDENCE HOUSING AUTHORITY**

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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 \_\_\_\_\_ of said corporation, that said Contract was duly signed for and on behalf of this corporation by the authority of its governing body, and is within the scope of its corporate powers:

[Corporate Seal]



By: \_\_\_\_\_

**(THIS AREA INTENTIONALLY BLANK)**

# PROVIDENCE HOUSING AUTHORITY

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## PART II – TERMS & CONDITIONS

### **1. Breach of Agreement:**

If the Contractor fails to fulfill any obligation under a contract in a timely and proper manner or if it shall violate any of the term(s) 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.

### **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 an/or its subcontractor(s).

### **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 setoff 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 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 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.

## PROVIDENCE HOUSING AUTHORITY

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- b. All the 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 shall be authorized or permitted under State and local law to perform such services.
- c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

### **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 that employees are treated during employment, without regard to their 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:**



## PROVIDENCE HOUSING AUTHORITY

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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 the Contractor is for the acts and omissions of persons directly employed by them.

Unauthorized sub-contracting is prohibited. The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (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 or approval of the carrying out of the Project to which this Contract pertains, 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 any reason to believe that any design, process, or

## PROVIDENCE HOUSING AUTHORITY

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product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such 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) above. "Subcontract", as used in this clause, excludes purchase orders not exceeding \$10,000.
- c. The periods of access and examination in paragraphs (a) and (b) above for records relating to (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 their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims or exceptions.

### 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** in accordance with Rhode Island Worker's Compensation Laws for all employees engaged under this contract.
- b. **Professional Liability Insurance.** Professional liability insurance coverage of at least \$1,000,000.
- c. **Commercial General Liability** which is comprehensive general Liability insurance with bodily injury and property damage. The minimum amount of required coverage is \$500,000 per occurrence. The policy shall cover all operations of the Contractor in connection with the project. and Contractor shall hold PHA harmless for any injuries to persons on site.
- d. **Automobile Liability** 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 \$500,000 per occurrence.
- e. The Certificates of Insurance noted in paragraphs (a) and (b) 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 the Providence 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 the Contractor's operations. The 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, the 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 the Contractor, and/or its sub-contractors, in any way connected

## PROVIDENCE HOUSING AUTHORITY

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with the completion of the work and its/their operations. The 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.
- 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 the 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 the 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:** The 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 the 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.

The 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.

## PROVIDENCE HOUSING AUTHORITY

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- 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 Contract. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this Contract.
- k. **Waiver:** No waiver of any provision of such contract shall affect the right of the PHA thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- l. **Conflict:** If any term of any contract and/or document in this matter conflicts with any term of any other contract and/or document in this matter, the term(s) most favorable to the PHA shall prevail.

## APPENDIX D

### EEOC AND DAVIS BACON REQUIREMENTS

- STANDARD FEDERAL E.E.O (EXECUTIVE ORDER 11246)
- LAWS ENFORCED BY E.E.O.C.
- CERTIFIED PAYROLL FORM WH-347 {SAMPLE}
- INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347
- PHA TAX EXEMPT LETTER

## PROVIDENCE HOUSING AUTHORITY

### 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,

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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.
- 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

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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, 2104, 79 FR 42971]

### 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.



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[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.

### **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:

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- 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

## PROVIDENCE HOUSING AUTHORITY

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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]

### **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

## PROVIDENCE HOUSING AUTHORITY

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- 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, 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]

## PROVIDENCE HOUSING AUTHORITY

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### 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.

# PROVIDENCE HOUSING AUTHORITY

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## LAWS ENFORCED BY E.E.O.C

### 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.

# PROVIDENCE HOUSING AUTHORITY

## INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

U.S. DEPARTMENT OF LABOR

### Wage and Hour Division

OMB Control No. 1235-0008, Expires 09/30/2026.

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete, and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the Contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The Contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds, or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the Contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits and provides for the Contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

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**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see the Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the Contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the Contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deductions are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.



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**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the Contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "Statement of Compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

### **Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**PAYROLL**

**For contractor's optional use; see instructions at [dol.gov/agencies/whd/forms/wh347](http://dol.gov/agencies/whd/forms/wh347)**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	OMB No. 1235-0008 Expires 09/30/2026
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)

\_\_\_\_\_ ; that during the payroll period commencing on the  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications  
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship  
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and  
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered  
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in  
the above referenced payroll, payments of fringe benefits as listed in the contract  
have been or will be made to appropriate programs for the benefit of such employees,  
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid,  
as indicated on the payroll, an amount not less than the sum of the applicable  
basic hourly wage rate plus the amount of the required fringe benefits as listed  
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF  
TITLE 31 OF THE UNITED STATES CODE.

# PROVIDENCE HOUSING AUTHORITY

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## PHA TAX EXEMPT LETTER

Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

### **Subject: The Providence Housing Authority's Exemption from RI Use and Sales Taxes**

To Whom It May Concern:

According to the General Laws of the State of Rhode Island, the Housing Authority is exempt from the payment of all State and Municipal fees and taxes. R.I.G.L. §45-25-28 states in pertinent part: "**An Authority is exempt from the payment of any taxes or fees to the state or any subdivision of the state or to any officer or employee of the state or subdivision of the state.**" Note also that as a separate and distinct public body, the Housing Authority does not have nor need a tax-exempt certificate or number which the State's Division of Taxation issues to charitable, educational, and religious organizations and other entities for exemption from sales, use and other types of taxes.

### **Our exemption from State and local taxes and fees applies to all Authority contracts and purchases.**

An example of where this special statute applies, is that although cities and towns are allowed to charge fees for the issuance of building permits for construction projects, the City of Providence is not allowed to charge a fee to the Authority to obtain its permits. Construction or other contractors authorized to perform work for the Authority on its buildings and sites may not need to pay certain taxes or fees on the cost of services or materials that are incorporated in their work for the Authority. Also, the Authority and its agents need not pay sales and use taxes on materials that are purchased for use in the operations of the Authority.

Contractors and others acting on behalf of the Authority should use a copy of this letter to confirm to their subcontractors, suppliers and/or others that the Authority is exempt from taxes and fees as indicated above.

If there are any questions regarding this matter, please call the Junior Project Manager at 401.709.2216.

Sincerely,

Roxana Rosario  
Junior Project Manager  
Providence Housing Authority



## APPENDIX E

- SITE LOCATIONS (SCATTERED SITES)

# PROVIDENCE HOUSING AUTHORITY

## SITE LOCATIONS



### THE PROVIDENCE HOUSING AUTHORITY Scattered Sites Locations

ADDRESS	UNIT TYPE	SQ FT	LOT SIZE
160-162 Almy Street	Duplex	2,704	9,600
35-37 Alvin Street	Duplex	2,226	5,014
7-9 Ark Court	Duplex	2,160	4,180
29-31 Barbara Street	Single	1,138	3,102
33-35 Barbara Street	Duplex	2,222	4,009
37-39 Barbara Street	Single	1,144	4,000
41-43 Barbara Street	Single	1,322	3,200
45-47 Barbara Street	Duplex	2,080	4,000
85-87 Bergen Street	Duplex	2,472	5,528
53-55 Berkeley Street	Duplex	2,500	5,000
98-100 Bogman Street	Duplex		
10-12 Boyd Street	Duplex	2,704	4,458
14-16 Boyd Street	Duplex	2,288	9,600
38-40 Boyd Street	Duplex	2,312	5,110
44-46 Bridgham Street	Duplex	2,148	5,105
66-68 Burnside Street	Duplex	2,288	7,200
72-74 Burnside Street	Duplex	2,288	5,000
80-82 Burnside Street	Duplex	2,520	4,997
397 Cahill Street	Duplex	2,264	5,360
2-4 Caxton Street	Duplex	2,288	3,200
98-100 Chad Brown Street	Duplex		
440-442 Chalkstone Avenue	Duplex	2,653	6,489
444-446 Chalkstone Avenue	Duplex	2,187	4,000
1201-1203 Chalkstone Avenue	Duplex	2,148	5,105
242-244 Clarence Street	Single	1,298	3,200
33-35 Comstock Avenue	Duplex	2,148	7,029
37-39 Comstock Avenue	Duplex	2,148	7,029
131-133 Congress Avenue	Duplex	2,600	7,682
25-27 Congress Avenue	Duplex	2,400	6,069
29-31 Congress Avenue	Duplex	2,245	5,490
21-23 Congress Street	Duplex	2,104	17,900
34-36 Cortez Street	Duplex	2,054	4,024
38-40 Cortez Street	Duplex	2,400	3,040
42-44 Cortez Street	Duplex	2,245	5,250
46-48 Cortez Street	Duplex	2,288	6,462
68-70 Crandall Street	Duplex	3,578	12,800
52-54 Dartmouth Avenue	Duplex	2,288	6,950
14 Derry Street	Single	1,190	4,800
16 Derry Street	Single	1,230	3,600
22 Derry Street	Duplex	2,400	5,000
23 Derry Street	Single	1,190	3,600
29 Derry Street	Duplex	2,110	5,045
13-15 Dome Street	Duplex	2,360	2,517
187-189 Dora Street	Duplex	2,380	5,002
2-4 Dorr Street	Duplex	2,392	3,830
69-71 Fillmore Street	Duplex	2,080	6,366
51-53 Flora Street	Duplex	2,652	5,254
55-57 Flora Street	Duplex	2,388	6,400
10 French Street	Single	1,296	3,200
14 French Street	Single	1,296	3,200
45-47 Gesler Street	Duplex	2,245	5,250
54-56 Gesler Street	Duplex	2,245	7,017
23-25 Gifford Street	Single	1,190	3,102
11-13 Glenham Street	Duplex	2,245	4,302
7-9 Glenham Street	Duplex	2,136	3,883
35-37 Grant Street	Duplex	2,240	5,063
188-190 Hanover Street	Duplex	2,704	6,089
192-194 Hanover Street	Duplex	2,704	6,089
87-89 Harrison Street	Duplex	2,264	5,822
47 Health Avenue	Duplex	2,226	6,612
1-3 Hebron Street	Duplex	2,264	6,715
5-7 Hebron Street	Duplex	2,264	6,715



### THE PROVIDENCE HOUSING AUTHORITY Scattered Sites Locations

ADDRESS	UNIT TYPE	SQ FT	LOT SIZE
38-40 Henrietta Street	Duplex	2,226	5,921
16-18 Henry Street	Duplex	2,288	12,619
25-27 Hillwood Street	Duplex	2,154	5,967
33-35 Hollis Street	Duplex	2,312	5,131
66-68 Judith Street	Duplex	2,160	4,200
70-72 Judith Street	Duplex	3,676	10,315
74-76 Judith Street	Duplex	3,676	8,182
78-80 Judith Street	Duplex	2,427	4,997
83-85 Lancashire Street	Duplex	2,236	5,254
250-252 Laurel Hill Avenue	Single	1,298	3,200
47-49 Ledge Street	Duplex	2,154	5,105
8-10 Malbone Street	Duplex	2,104	2,517
14-16 Malbone Street	Duplex	2,104	2,517
817-819 Manton Avenue	Duplex	2,288	6,568
821-823 Manton Avenue	Duplex	2,080	4,526
55-57 Melissa Street	Duplex	2,080	5,034
21-23 Milk Street	Duplex	2,520	4,024
1 Miner Street	Single	2,245	3,200
122-124 Mitchell Street	Duplex	2,600	8,000
130-132 Mitchell Street	Duplex	2,600	10,000
134-136 Mitchell Street	Duplex	2,600	10,005
28-30 Mount Vernon Street	Duplex	2,480	8,480
86-88 Oakland Avenue	Duplex	2,080	4,779
90-92 Oakland Avenue	Duplex	2,054	4,024
11 Ocean Street	Single	1,176	3,147
76-78 Opper Street	Duplex	2,077	4,750
21-23 Parnell Street	Duplex	2,288	5,359
55-57 Phebe Street	Duplex	2,394	9,600
330A-330B Plain Street	Duplex	2,520	5,489
218A-218B Power Street	Duplex	2,104	5,967
115-117 Prairie Avenue	Duplex	2,080	4,552
293-295 Prairie Avenue	Duplex	2,104	5,967
23-25 Ridgeway Avenue	Duplex	2,288	5,000
15-17 Ring Street	Duplex	2,288	5,770
14-16 Ruby Avenue	Duplex	2,240	6,400
6-8 Salisbury Street	Duplex	2,266	6,000
241 Sayles Street	Duplex	2,222	6,400
245 Sayles Street	Duplex	2,496	6,000
249 Sayles Street	Single	1,298	3,200
9-11 Street James Street	Duplex	2,154	6,903
130-132 Stansbury Street	Duplex	2,978	7,334
134-136 Stansbury Street	Duplex	2,978	7,334
21-23 Sterling Avenue	Duplex	3,480	7,947
27-29 Stone Street	Duplex	2,548	10,005
39-41 Stone Street	Duplex	2,288	6,191
37 Suffolk Street	Duplex	2,652	6,747
43-45 Suffolk Street	Duplex	2,226	6,787
124-126 Tell Street	Duplex	2,288	6,500
130-132 Tell Street	Duplex	2,400	6,500
136-138 Tell Street	Duplex	2,736	7,000
49-51 Wayne Street	Duplex	2,152	4,000
83-85 West Clifford Street	Duplex	2,480	5,400
88-90 West Clifford Street	Duplex	1,976	4,779
94-96 West Clifford Street	Duplex	2,204	2,517
193-195 Whitehall Street	Duplex	2,288	10,000
133-135 Whittier Avenue	Duplex	2,340	5,500
175-176 Whittier Avenue	Duplex	2,288	5,000
177-179 Whittier Avenue	Duplex	2,288	5,000
321-325 Willard Avenue	Duplex	2,180	3,425
338-340 Willard Avenue	Duplex	2,472	6,787