

# PROVIDENCE HOUSING AUTHORITY

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## Request for Proposals

### Purchase of Uniforms for Employees

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**ISSUE DATE:**

TUESDAY, APRIL 1<sup>ST</sup>, 2025

**PROPOSALS DUE DATE:**

TUESDAY, MAY 6<sup>TH</sup>, 2025  
BY 11:00AM EST

RFP COORDINATOR

**Annette Malkhassian, Procurement Officer**  
**[amalkhassian@provhousing.org](mailto:amalkhassian@provhousing.org)**

PROVIDENCE HOUSING AUTHORITY  
40 LAUREL HILL AVENUE  
PROVIDENCE, RI 02909

**[WWW.PROVHOUSING.ORG](http://WWW.PROVHOUSING.ORG)**

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## REQUEST FOR PROPOSALS

The Housing Authority of the City of Providence, RI is currently seeking a qualified vendor to provide **Uniforms for PHA Personnel** as requested. Detailed information regarding the work encompassed under this project is provided in the Scope of Work section of this Request for Proposals.

A Pre-Proposal meeting is scheduled to be held on **Tuesday, April 15<sup>th</sup>, 2025 at 11:00 AM, via Microsoft Teams [Join the meeting now](#) (Meeting ID: 288 968 947 090, Passcode: DC7mw7t6)**. Offerors are strongly encouraged to attend Pre-Proposal Meeting. The Authority believes vendors who attended the Pre-Proposal Meeting are more likely to submit more responsible / responsive proposals.

Address all questions or requests for information (RFI) pertaining to this project and RFP documents to **Annette Malkhassian, Procurement Officer** at [amalkhassian@provhousing.org](mailto:amalkhassian@provhousing.org). All requests for information (RFIs) must be submitted in writing no later than **Monday, April 21, 2025, by 12:00 PM**, prior to when proposals are due. No RFI's will be addressed after this deadline. Allow a minimum of seventy-two (72) hours for a response to any RFI's. The RFI Response(s) will be posted to the PHA website for all potential Offerors to review prior to submitting a proposal.

Proposals will be received until **11:00AM EST on Tuesday, May 6<sup>th</sup>, 2025**. Proposers must deliver **one (1) printed original, two (2) copies**, and **one (1) electronic copy of their proposal on a USB drive** in a sealed envelope labeled **"Purchase of Uniforms for Employees"** and addressed to the attention of:

Providence Housing Authority  
Facilities Management Building  
40 Laurel Hill Avenue  
Providence, RI 02909  
Attn: **Annette Malkhassian, Procurement Officer**

It shall be the responsibility of each Offeror to consult the Providence Housing website at <https://provhousing.org/working-with-pha/vendors/> for the complete Request for Proposals, to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth in this RFP and any addendum, and RFI response issued by the Authority, prior to submitting their proposal.

By virtue of completing, signing, and submitting the completed documents, the Offeror is stating his/her agreement to comply with all conditions and requirements set forth within those documents. The Authority:

- PHA will **not** accept proposals submitted by fax or email.
- All proposal submissions must be received by the above deadline.
- The Authority will not be responsible for the receipt of proposals not properly submitted.

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 <https://www.ecfr.gov/current/title-24/subtitle-A/part-75>.

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.

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The Housing Authority of the City of Providence, Rhode Island

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**Annette Malkhassian, Procurement Officer**

# 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 (aka Providence Housing Authority or PHA) is a public agency seeking proposals to provide uniforms for approximately 110 PHA facilities management and security personnel.

As part of its work, it is imperative the selected firm demonstrates its ability to fulfill the following services:

- **Custom Catalog and User-Friendly Online Ordering:** Online and full-color printed catalogs specifically developed for PHA, featuring only company-approved garments.
- **Logo Services:** Capacity to add the PHA logos to all shirts, polos, jackets, and hats. Logo services include embroidery, heat transfer, and reflective striping services.
- **Selection of Garments:** Ability to provide a variety of styles for both men and women, ranging from daily wear to outerwear and foul-weather gear. The garments must encompass different brands, price points, sizes (small to 5XL), fabric weights, and colors to suit various preferences and needs.
- **On-Site Fittings:** Employees will have the opportunity to try on garments to ensure fit, comfort, and ask questions.
- **Training:** Provide on-the-spot training on how to use the online ordering site.
- **Delivery of the Orders:** Ability to deliver/ship orders directly to PHA's designated address.
- **Returns and Exchanges:** Ability to print a pre-paid shipping label to return only unwashed, unworn, and un-embellished items within 60 days for exchange or refund at no-charge.
- **Inventories:** Proposer must maintain a business establishment with adequate inventories of the products offered and must be capable of processing and shipping large numbers of orders to PHA.
- **Spend Enforcement:** PHA management has complete control over how much is paid by the employer on each employee's behalf. Set hard limits on individual employee spending for the year through pre-set clothing allowances.
- **Personal Payment Method:** Option for employees to spend beyond their allotment, at their own expense, using personal payment method such as credit card.
- **Unused Funds:** Management option to either rollover unused funds or zero out the balance from the employee account.
- **Invoicing:** Itemized invoicing for all orders placed and shipped to PHA, and/or credits issued for returned items. Invoices must be submitted monthly.
- **Reporting:** Ability to run reports on demand from website or receive from customer service upon request and/or reporting on an interim basis of orders processed/filled by employees.
- **Customer Service:** Dedicated, United States based customer service representatives to handle orders, questions, and issues with average wait times of under two minutes, and 90%+ first call issue resolution.

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The following listed items are typically purchased for employee uniforms:

## **Foremen**

- Shirts (any combination): Choice of long sleeve button down, short sleeve polo or t-shirt in grey.
- Pants (any combination): Choice of regular/cargo pants in khaki.
- Sweatshirts in grey. Employee is required to pay 50% of the cost.
- Winter cap in navy blue.
- 3-Season Jacket, grey: Any upgrade to this jacket is paid by the employee.

## **Laborers/Carpenters**

- Shirts (any combination): Choice of long sleeve button down, short sleeve polo or t-shirt in navy blue.
- Pants (any combination): Choice of regular/cargo pants in navy blue.
- Sweatshirts in navy blue. Employee is required to pay 50% of the cost.
- Winter cap in navy blue.
- 3-Season Jacket, navy blue: Any upgrade to this jacket is paid by the employee.

## **Painters**

- Shirts (any combination): Choice of long sleeve button down, short sleeve polo or t-shirt in white.
- Pants (any combination): Choice of regular/cargo/overalls in white.
- Sweatshirts in white. Employee is required to pay 50% of the cost.
- Winter cap in navy blue.
- 3-Season Jacket, navy blue: Any upgrade to this jacket is paid by the employee.

## **HVAC Crew**

- Shirts (any combination): Choice of long sleeve button down, short sleeve polo or t-shirt in navy blue.
- Pants (any combination): Choice of regular/cargo/overalls in white.
- Sweatshirts in white. Employee is required to pay 50% of the cost.
- Winter cap in navy blue.
- 3-Season Jacket, navy blue: Any upgrade to this jacket is paid by the employee.

## **Landscapes**

- T-Shirts, safety (florescent) yellow
- Pants (any combination): Choice of regular/cargo/overalls in navy blue.
- Sweatshirts in white. Employee is required to pay 50% of the cost.
- Winter cap in navy blue.
- 3-Season Jacket, navy blue: Any upgrade to this jacket is paid by the employee.

## **Security Staff**

- Short sleeve shirts in navy blue (spring/summer)
- Long sleeve shirts in navy blue (fall/winter)
- Pants (any combination): Choice of regular/cargo pants in navy blue.
- Jacket in navy blue (winter)
- Hat in navy blue
- Winter cap in navy blue
- Safety Vest
- Black nylon pouch (for radio)

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## PHA INSTRUCTIONS TO OFFERORS

### General Information:

The Housing Authority of the City of Providence, RI is currently accepting proposals from qualified and experienced vendors to **Provide Uniforms for PHA Personnel**, adhering to all HUD requirements.

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

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

Prospective Offerors acknowledge, by downloading and receiving the RFP documents and / or by submitting a proposal, that the submission of a proposal to the Authority is not a right by which to be awarded that proposal, but merely an offer by the prospective Offeror to perform the requirements of the RFP documents in the event the Authority decides to consider an award to that Offeror.

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

### The Authority's Reservation of Rights:

- **Right to Contract with One or Multiple Contractors.**
- **Right to retain all proposals submitted in response to this RFP**, and no firm shall be allowed to withdraw said proposal for a period of 45 days after the deadline for receiving proposals without the written consent of the Authority's Project Manager.
- **Right to Reject, Waive, or Terminate this RFP.** Reject any or all proposals, to waive any informality in this RFP process, or to terminate the RFP process at any time, if deemed by the Authority to be in its best interests.
- **Right to Not Award.** Not to award a contract pursuant to this RFP.
- **Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful Offeror(s).
- **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful Offeror(s) shall provide the services called for in this RFP.
- **Right to Negotiate.** Negotiate the fees proposed by the Offeror entity.
- **Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and / or proposals offering alternate or non-requested services.
- **No Obligation to Compensate.** Have no obligation to compensate any Offeror for any costs incurred in responding to this RFP.

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## **Offerors Credentials:**

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

## **Contract Compliance Statement:**

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

## **Award of Proposal(s):**

The successful Offeror shall be the person / firm who, as determined by this RFP's detailed evaluation process, is the top-rated responsive and responsible Offeror. This also requires that:

- His / her proposal is reasonable,
- He / she can deliver the specified items in a timely manner and,
- The proposal is, in the opinion of the Authority, in the Authority's best interest to accept.

All Offerors will be notified in a timely manner of the results of the evaluation after the award has been completed. The Authority does not guarantee that a contract will be awarded because of this Request for Proposals.

## **Proposal Evaluation:**

It is understood by all Offerors / prospective Offerors that the proposals received are not publicly opened and the results will typically not be a matter of public record until the Authority has concluded all evaluations, has chosen a final top-rated Offeror, has completed the award and is ready to issue such results. When the Authority issues such notice, the Authority will inform all Offerors as to each Offeror's placement as a result of the evaluation (i.e., 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc.) and the total points each Offeror was awarded as a result of the evaluation.

All proposal documents submitted by the Offerors are not necessarily a matter of public record and as a matter of normal course, the proposals submitted by each Offeror will not, until after award has been completed, be available to be viewed by any interested party except as approved by the Authority Legal Counsel (i.e., a Offeror will not, prior to completion of award, be allowed to challenge an apparent top-rated Offeror by inspecting the proposal that the apparent top-rated Offeror submitted). The Authority shall, however, upon request, verify that the proposal documents submitted are/were acceptable.

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

## **Cost Incurred in Responding:**

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

## **No Deposit / No Retainer:**

- The Authority will not pay any deposits or retainer fees and will only pay the successful Respondent(s) for actual work performed.

## **Right to Negotiate Final Fees:**

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

## **Rejection of Proposals:**

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

- The forms furnished by PHA are not used or are altered;
- The proposed service costs are not submitted in the format required or attached as directed;
- If all required forms do not accompany the proposal;
- If there are unauthorized additions, conditional or alternative proposals, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous;
- If the Offeror adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award;
- The Authority determines the proposed cost is beyond what the Authority deems is reasonable and / or what it may be able to spend on the project.

The Authority reserves the right, at any time during the proposal process, to reject any or all proposals received. In the case of rejection of all proposals, the Authority reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of the Authority, the best interest of the Authority will be promoted.

## **Cancellation of Award:**

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

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## Contract Award:

- The contract award is expected to be made as soon as the PHA's review of submitted proposals has been completed.
- Upon receipt of the Notice of Award and Contract, the Contractor shall review, sign, and submit a signed Contract for the performance of this project no later than the date indicated on the Notice of Award.
- The contract period is **three (3) years**, with the option to renew in increments of one-year for two (2) additional years, beginning on the date indicated on the Notice to Proceed issued by the Providence Housing Authority.
- The Authority reserves the right to award contracts to multiple offerors, to reject any or all proposals, to waive for all applicants any information in the specifications or bidding process or to cancel in whole or in part this solicitation if it is in the best interest of the Authority to do so.
- **All prices are considered firm.**

## Change Orders:

- The Authority considers all amounts final. Change Orders will be scrutinized and will not be considered for existing conditions that are known or that Offeror should have known. This includes but is not limited to conditions present at the Pre-Bid Meeting.

## 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, and/or other representatives shall be licensed as required by local, state, and/or federal regulations to perform the type of work for which they are employed on the project.
- All employees of the Contractor, subcontractors, and/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, his sub-contractors and suppliers of materials and equipment and/or labor.
- 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 prior 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 prior to signing a contract if requested.
- All personnel shall be neat in appearance and shall conduct their work in a professional manner.
- The Contractor shall furnish the necessary qualified supervision to oversee all operations.
- The Contractor shall enforce strict discipline and good order among employees.

## Work Schedule:

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

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

## Insurance:

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

## Sub-Contracting:

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

## Equal Employment Opportunity:

The Offeror shall affirm that it does not have to 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.

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## **Diversity Business Enterprise (DBE) Program Requirements:**

Consistent with Presidential Executive Orders 11625, 12138, and 12432, the Offeror shall make efforts to ensure that minority, women, and small business enterprises are utilized whenever possible. Efforts to achieve minority, women and small business participation shall include, but shall not be limited to:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises.
- Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Authority 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 the services provided herein will be allowed without the express prior written consent of the Authority.

## **Breach of Agreement:**

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

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

- If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports

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prepared by the Contractor under this Contract shall, at the option of the Authority, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

### **Termination of Convenience of the 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.

# 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:]

# PROVIDENCE HOUSING AUTHORITY

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## PROPOSAL CONTENT AND FORMAT

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

**Tab 1: Executive Summary:**

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

**Tab 2: Experience, Qualifications, and Personnel Listing:**

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

- The number of years the firm has been in practice;
- The Offeror's qualifications, relevant experience, and ability of staff to successfully perform the required services;
- The names, qualifications, education, skills, and specific experience of staff who will provide the services.

**Tab 3: Scope of Services:**

Describe in detail how the firm will deliver the scope of services. Include a detailed description of tasks, deliverables, and timeframes as follows:

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

Each Offeror must provide a proposed fee and a cost analysis in the prescribed forms for the listed project **in a sealed envelope attached only to TAB 4 in the original copy of the submission**. Please note that the fee proposal for this service is inclusive of all elements required to deliver and present the scope of services as specified herein.

**Tab 5: Required HUD and PHA Forms (Appendix B):**

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

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

# PROVIDENCE HOUSING AUTHORITY

## PROPOSAL EVALUATION FACTORS

Proposals will be evaluated according to the criteria outlined in this Request for Proposals. If an award is made based on this solicitation, it will be granted to the highest-rated **responsive and responsible** "Offeror" who, in the Authority's discretion, best meets the factors specified in the RFP and aligns with the Authority's long-term goals and needs. Additionally, any contract resulting from this RFP will be subject to additional requirements or restrictions imposed by the U.S. Department of Housing and Urban Development (HUD).

Each proposal will first undergo an evaluation for responsiveness to ensure it meets the minimum requirements. Submissions that are deemed responsive will then be assessed by a PHA review committee based on the following factors and their respective assigned values. The Authority reserves the right to invite Offeror(s) to deliver a presentation to the review committee.

| Factor # | Factor Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Max Point Value |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| A        | <b>Letter of Interest:</b><br>The letter should: specify the proposer's interest in the project; demonstrate a comprehensive understanding of PHA's current and future needs; and briefly explain why the proposer feels it is best qualified to undertake this engagement. Identify the principal staff who would be assigned to this engagement.                                                                                                                                               | 5               |
| B        | <b>The Technical Approach and the Response Plan(s):</b><br>A detailed description of the approach, proposed work plan and time frame. Offeror should provide detailed approach to scheduling, ordering and back-end management.                                                                                                                                                                                                                                                                  | 25              |
| C        | <b>Demonstrated Experience and Capacity in Similar Engagements:</b><br>The prior experience identified by the proposer in similar engagements, including, but not limited to, experience with demonstrated course of action and a history of strategies related to future course of action. The proposer will provide contact information on five (5) references from prior clients with similar engagements and provide a brief description of the role the proposer played in each engagement. | 25              |
| D        | <b>Cost Proposals:</b><br>PHA requests a detailed cost proposal based upon a price per unit.                                                                                                                                                                                                                                                                                                                                                                                                     | 45              |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 100             |

An **additional six (6) points** will be added to the final score for companies registered as **(MBE)** or **(WBE)**. Registered businesses must provide a copy of their Certification to receive these additional points. The State of Rhode Island Office of Diversity, Equity & Opportunity website offers comprehensive information on the certification process and defines the category of individuals eligible to certify as a W/MBE

**Minority Business Enterprise (MBE)** means a business enterprise that is at least 51% owned and controlled by one or more minority or socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or other similar causes.

## PROVIDENCE HOUSING AUTHORITY

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**Women's Business Enterprise (WBE)** is an independent business concern that is at least 51% owned and controlled by one or more women who are U.S. citizens or Legal Resident Aliens; whose business formation and principal place of business are in the U.S. or its territories; and whose management and daily operation is controlled by a woman with industry expertise.

# PROVIDENCE HOUSING AUTHORITY

## PROPOSAL EVALUATION METHOD

### **1. Initial Evaluation for Responsiveness:**

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

### **2. Evaluation Packet:**

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

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

### **3. Evaluation Committee:**

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

### **4. Evaluation:**

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

### **5. Points Awarded Range:**

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

| Classification*        | Rating    | %     |
|------------------------|-----------|-------|
| Acceptable             | Excellent | 95%/+ |
| Acceptable             | Very Good | 90%/+ |
| Potentially Acceptable | Good      | 80%/+ |
| Potentially Acceptable | Average   | 70%/+ |
| Unacceptable           | Poor      | <70%  |

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

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

The Authority reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with any individual / firms deemed to be in the competitive range. Any individual / firm deemed not to be in the competitive range shall be notified of such in writing by The Authority in as

## PROVIDENCE HOUSING AUTHORITY

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timely a manner as possible, but in any case within no longer than ten (10) days after the beginning of such negotiations with the individual / firms deemed to be in the competitive range.

### **7. Determination of Top-ranked Offeror:**

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

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

### **8. Minimum Evaluation Results:**

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

### **9. Ties:**

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

### **10. Notice of Results of Evaluation:**

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

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

### **11. Restrictions:**

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

**APPENDIX A**

**FORMS TO BE SUBMITTED WITH THE PROPOSAL PACKAGE**

- COST PROPOSAL

# PROVIDENCE HOUSING AUTHORITY

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## COST PROPOSAL

**Project:** Purchase of Uniforms for PHA Employees

**Proposal Due:** Tuesday, May 6<sup>th</sup>, 2024, by 11:00 AM EST

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

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

Owner / Officer – Title: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

**To:**

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

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The undersigned, having become familiar with the local conditions affecting the cost of the work and project requirements for the above named project at various properties located in Providence, Rhode Island, including Proposal 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.
- \* Proposals shall be both written in words and shown in figures.

**List Additional Fees (if any):**

|       |    |         |
|-------|----|---------|
|       | \$ |         |
| Words |    | Figures |

**PROVIDENCE HOUSING AUTHORITY**

| DESCRIPTION                   | BRAND NAME | FABRIC/MATERIAL | COLOR     | UNIT PRICE (EACH SIZE) |   |   |    |     |     |     |     | PHA LOGO      |                  |                     |
|-------------------------------|------------|-----------------|-----------|------------------------|---|---|----|-----|-----|-----|-----|---------------|------------------|---------------------|
|                               |            |                 |           | S                      | M | L | XL | 2XL | 3XL | 4XL | 5XL | PATCH<br>LOGO | HEAT<br>TRANSFER | EMBROIDERED<br>LOGO |
| Long Sleeve Button Down       |            |                 | Gray      |                        |   |   |    |     |     |     |     |               |                  |                     |
| Long Sleeve Button Down       |            |                 | Navy Blue |                        |   |   |    |     |     |     |     |               |                  |                     |
| Long Sleeve Button Down       |            |                 | White     |                        |   |   |    |     |     |     |     |               |                  |                     |
| Long Sleeve Polo Shirt        |            |                 | Gray      |                        |   |   |    |     |     |     |     |               |                  |                     |
| Long Sleeve Polo Shirt        |            |                 | Navy Blue |                        |   |   |    |     |     |     |     |               |                  |                     |
| Long Sleeve Polo Shirt        |            |                 | White     |                        |   |   |    |     |     |     |     |               |                  |                     |
| Short Sleeve Polo Shirt       |            |                 | Gray      |                        |   |   |    |     |     |     |     |               |                  |                     |
| Short Sleeve Polo Shirt       |            |                 | Navy Blue |                        |   |   |    |     |     |     |     |               |                  |                     |
| Short Sleeve Polo Shirt       |            |                 | White     |                        |   |   |    |     |     |     |     |               |                  |                     |
| T-Shirt                       |            |                 | Gray      |                        |   |   |    |     |     |     |     |               |                  |                     |
| T-Shirt                       |            |                 | Navy Blue |                        |   |   |    |     |     |     |     |               |                  |                     |
| T-Shirt                       |            |                 | White     |                        |   |   |    |     |     |     |     |               |                  |                     |
| Pants                         |            |                 | Gray      |                        |   |   |    |     |     |     |     |               |                  |                     |
| Pants                         |            |                 | Navy Blue |                        |   |   |    |     |     |     |     |               |                  |                     |
| Pants                         |            |                 | White     |                        |   |   |    |     |     |     |     |               |                  |                     |
| Sweatshirt                    |            |                 | Gray      |                        |   |   |    |     |     |     |     |               |                  |                     |
| Sweatshirt                    |            |                 | Navy Blue |                        |   |   |    |     |     |     |     |               |                  |                     |
| Sweatshirt                    |            |                 | White     |                        |   |   |    |     |     |     |     |               |                  |                     |
| Winter Cap                    |            |                 | Navy Blue |                        |   |   |    |     |     |     |     |               |                  |                     |
| 3-Season/Winter Jacket        |            |                 | Navy Blue |                        |   |   |    |     |     |     |     |               |                  |                     |
| Safety Vests                  |            |                 | Yellow    |                        |   |   |    |     |     |     |     |               |                  |                     |
| Hat                           |            |                 | Navy Blue |                        |   |   |    |     |     |     |     |               |                  |                     |
| Rain Gear - Pants             |            |                 | Yellow    |                        |   |   |    |     |     |     |     |               |                  |                     |
| Rain Gear - Jackets           |            |                 | Yellow    |                        |   |   |    |     |     |     |     |               |                  |                     |
| Cargo Shorts                  |            |                 | Gray      |                        |   |   |    |     |     |     |     |               |                  |                     |
| Cargo Shorts                  |            |                 | Navy      |                        |   |   |    |     |     |     |     |               |                  |                     |
| Painters Cargo Pants/Overalls |            |                 | White     |                        |   |   |    |     |     |     |     |               |                  |                     |

## PROVIDENCE HOUSING AUTHORITY

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The Offeror acknowledges below, by number and date, the receipt of Amendments to this Request for Proposals.

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

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

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

The Offeror represents that he/she **( ) 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/she **( ) has, ( ) has not**, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. The above representation need be submitted only in connection with contracts or subcontracts exceeding \$10,000.00.

**Certification of Non-segregated Facilities.** By signing this Proposal, the Offeror certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at a location, under his/her control, where segregated facilities are maintained. The Offeror 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/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00; that he/she will retain such certifications in his /her files; and that he/she will forward a notice to his/her proposed subcontractors as provided in the Instructions to Offerors.

# PROVIDENCE HOUSING AUTHORITY

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Vendor Address:

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Telephone:

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Email:

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Federal ID Number:

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Contractor Registration Number:

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MBE/WMBE Registration Number:

---

Vendor Name:

---

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By:

Title:

---

Signature and Date:

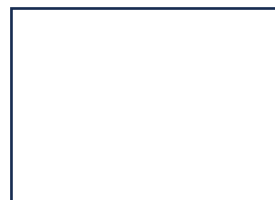
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**Owner**, if bidder is an individual.

**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\_\_\_\_.

## **APPENDIX B**

### **FORMS TO BE SUBMITTED WITH THE PROPOSAL PACKAGE**

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

# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

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

### 1. Contingent Fee Representation and Agreement

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

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

- |                                             |                                                   |
|---------------------------------------------|---------------------------------------------------|
| <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; \_\_\_\_\_

### Identify Principles/Partners in the 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 |
|------|-------|
|      |       |
|      |       |
|      |       |

Please mark all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- |                                                           |                                                         |
|-----------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Government Agency _____%         | <input type="checkbox"/> Public-Held Corporation _____% |
| <input type="checkbox"/> Non-Profit Organization _____%   | <input type="checkbox"/> Partnership _____%             |
| <input type="checkbox"/> Limited Liability Company _____% | <input type="checkbox"/> Sole Proprietorship _____%     |
| <input type="checkbox"/> Corporation _____%               |                                                         |

**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:

- |                                                        |                                                       |
|--------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> African American _____%       | <input type="checkbox"/> Native American _____%       |
| <input type="checkbox"/> Hispanic American _____%      | <input type="checkbox"/> Asian/Indian American _____% |
| <input type="checkbox"/> Asian/Pacific American _____% | <input type="checkbox"/> Caucasian _____%             |
| <input type="checkbox"/> Hasidic Jew _____%            | <input type="checkbox"/> Woman-Owned (WBE) _____%     |
| <input type="checkbox"/> Other (Specify) _____%        |                                                       |

# PROVIDENCE HOUSING AUTHORITY

**WMBE Certification Number:** \_\_\_\_\_

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

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

**Federal Tax ID Number:** \_\_\_\_\_

**State of RI License Type and Number:** \_\_\_\_\_

**Worker's Compensation Insurance Carrier:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**General Liability Insurance Carrier:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**Professional Liability Insurance Carrier:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

## FELONY DISCLOSURE:

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

**Yes ( ) / No ( )**

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

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

## DEBARRED STATEMENT:

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

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

## CONFLICT OF INTEREST:

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

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

The undersigned Offeror 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:** \_\_\_\_\_ **Title:** \_\_\_\_\_

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

# PROVIDENCE HOUSING AUTHORITY

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## NON-COLLUSIVE AFFIDAVIT

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

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

\_\_\_\_\_ being first duly sworn, deposes and says:

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

\_\_\_\_\_

the party making the foregoing proposal/bid, that such proposal/bid is genuine and not collusive or sham; that said Offeror/bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Offeror/bidder or person, to put in a sham proposal/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 proposal/bid price of affiant or of any other Offeror/bidder, to fix overhead, profit, or cost element of said proposal/bid price, or that of any other Offeror/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/bid are true.

Signature & Title:

\_\_\_\_\_  
**Owner:** if the Offeror/bidder is an individual

**Partner:** if the Offeror/bidder is a partnership

**Officer:** if the Offeror/bidder is a corporation

**Subscribed and sworn to before me this**

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

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

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

## CLIENT REFERENCES SHEET

Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

[illegible]

# PROVIDENCE HOUSING AUTHORITY

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## LIST OF SUBCONTRACTORS

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

---

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

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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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# PROVIDENCE HOUSING AUTHORITY

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## VENDOR DISCLOSURE AGREEMENT

Entity Completing Form: \_\_\_\_\_  
Address: \_\_\_\_\_  
Company Contact Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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

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

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

\* Agent is defined as the Providence Housing Authority legal counsel

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

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

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

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

# 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 \_\_\_\_\_ (Offeror) and that by its employment policy, standards and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal of, laying off of any individual due to his/her race, creed, color, national origin, age sex, disability or any other protected class.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

**Subscribed and sworn to before me this**

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

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

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

# PROVIDENCE HOUSING AUTHORITY

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## CERTIFICATION FOR CONTRACTS, GRANTS, LOAN, AND COOPERATIVE AGREEMENT

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons, for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Printed Name of Authorized Official)

**Subscribed and sworn to before me this**

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

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

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

# PROVIDENCE HOUSING AUTHORITY

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## CONTINGENT FEES STATEMENT

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

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

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

And further Affiant sayeth not.

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

**Subscribed and sworn to before me this**

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

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

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

## **APPENDIX C**

### **SAMPLE CONTRACT DOCUMENTS**

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

# PROVIDENCE HOUSING AUTHORITY

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## SAMPLE PHA AGREEMENT FOR SERVICES

Contract No. XX-XXX

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**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 consideration stated herein mutually agree:

### ARTICLE 1. Statement of Work:

The Contractor shall furnish all labor, materials, and services to perform **Name of Project** for the Authority at **XXX** location(s) 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**.

### 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. Addendum # **XX** (if applicable) Dated **XX/XX/XXXX**
- f. PHA and HUD required forms
- g. State of RI required forms

# PROVIDENCE HOUSING AUTHORITY

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## **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 all documents enumerated in ARTICLE 5. and / or those included in said RFP are fully a part of this Contract as if hereto attached, constitute the entire agreement between the parties, and shall not be modified except in writing signed by both parties to this Agreement. If any provision in any component part of these Contract documents conflicts with any provision of any other component part, the provision required by HUD, and/or that is 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**, all of which, when taken together, constitute one and the same agreement.

**Witness**

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**Witness**

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**The Providence Housing Authority**

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

**Vendor**

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TITLE

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ADDRESS

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CITY, STATE ZIP

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# PROVIDENCE HOUSING AUTHORITY

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## CERTIFICATION

I, \_\_\_\_\_, under penalty of perjury, certify that I am the \_\_\_\_\_  
of the company named as Contractor in these documents and I have full authority to sign this contract  
on behalf of said Contractor.

By: \_\_\_\_\_  
Name, Title, Company

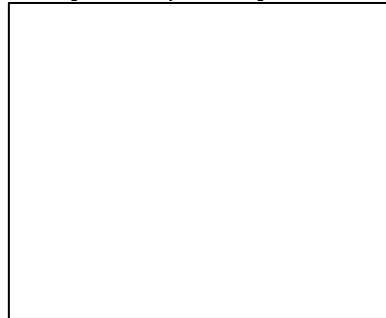
Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Notary Printed Name

\_\_\_\_\_  
Commission Number and Expiration Date

[Notary Seal]



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

{THIS AREA INTENTIONALLY BLANK}

# PROVIDENCE HOUSING AUTHORITY

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## PART II - TERMS AND CONDITIONS

### 1. Breach of Agreement:

If the Contractor fails to fulfill any obligation under this contract in a timely and proper manner or if it shall violate any of the term(s) of this 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 contract terms, applicable Federal, State or Local laws or regulations.

### 2. Termination:

The PHA shall have the right to terminate this contract at any time and reserves the right to terminate this 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 issuance of the termination notice, together with the Contractor's reasonable, subject to PHA prior written 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 and/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. 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:**

If applicable, 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

# PROVIDENCE HOUSING AUTHORITY

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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, State, and Federal Laws:**

The Contractor / Contractor's firm shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments, including but not limited to all discrimination laws.

## **13. Subcontracting Assignability:**

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

Unauthorized sub-contracting is prohibited. The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (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 duties 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 this contract's scope 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 duties of this Contract, shall have any personal interest, direct or indirect, in this Contract.

## **17. Interest of Certain Federal Officials:**

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

## **18. Interest of Contractor:**

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

## **19. Findings Confidential:**

All of the reports, information, work product, advice, 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

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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 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 this contract's engagement, 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 deliverables 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; \$1,000,000 aggregate. 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 and/or property 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 (b), (c), and (d) shall indicate that the policy holder has added the Authority as an Additional Insured. Within ten (10) days of Award of work, Contractor shall provide the PHA with a copy of the actual Insurer's policy endorsement evidencing it has added the PHA as an Additional Insured on Contractor's policy(ies).
- F. **Hold Harmless and Indemnification.** Nothing in this Agreement shall be construed to mean that Providence the Housing Authority assumes any liability for damages or otherwise on account of accidents

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to persons or property, including but not limited to accidents arising or resulting from Contractor's operations. Contractor shall be solely responsible for supervising all 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/or its sub-contracted staff and all personal injuries occurring due to the execution of this contract's duties.

- G. **Indemnification.** Except to the extent caused by the negligence of the Housing Authority, Contractor shall indemnify, protect and hold harmless the Housing Authority to the fullest extent permitted by law from and against all liabilities, costs (including reasonable attorney fees), losses and claims of any kind or nature imposed on, incurred by, or asserted against the Housing Authority arising out of the active or passive negligence or willful actions of Contractor, and/or its sub-contractors, in any way connected with the completion of the work and its/their operations. Contractor shall, at its own expense, pay all expenses and provide attorneys reasonably acceptable to the Housing Authority to defend and/or seek enforcement of the provisions hereof on behalf of the Housing Authority in matters regarding the indemnity contained herein. The terms and conditions of this provision shall survive the term/period of performance of this Agreement.

### 24. Additional Provisions:

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

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

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or other correspondence and materials obtained during the performance of services or tasks under this Contract.

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

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

- i. **Modification of Contract:** Such Contract may be modified only by written amendment executed by all parties.
- j. **Partnerships/Joint Ventures:** Such Agreement shall not in any way be construed or intended to create a partnership or joint venture between the parties or among any of the parties. None of the parties of a contract shall hold itself out in a manner contrary to the terms of this 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**

### **EEO REQUIREMENTS**

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

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## **STANDARD FEDERAL E.E.O.** **(Executive Order 11246, as Amended)**

### **Executive Order 11246 — Equal Employment Opportunity**

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

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

### **PART I — NONDISCRIMINATION IN GOVERNMENT EMPLOYMENT**

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

### **PART II - NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS**

#### **Subpart A – Duties of the Secretary of Labor**

##### **SEC. 201**

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

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

#### **Subpart B – Contractors' Agreements**

##### **SEC. 202**

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

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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- 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 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

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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.

[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

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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:

- 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.

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

## SEC. 211

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

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

## SEC. 212

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

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

## **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 IV – MISCELLANEOUS**

### SEC. 401

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

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

### SEC. 402

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

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## **LAWS ENFORCED BY E.E.O.**

### **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.

### **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 (PDA) of 1978**

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 Age Discrimination in Employment Act (ADEA) of 1967**

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.

### **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.

### **Rehabilitation Act Amendments of 1992**

The 1992 Amendments changed the earlier Rehabilitation Act term "handicapped person" to "individual with a disability" and provided that the standards applied under Title I of the ADA apply to employment discrimination determinations.

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

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.

### **Government Employee Rights Act (GERA) of 1991 (If Applicable)**

GERA protects certain state government employees from discrimination on the basis of race, color, religion, sex, national origin, age, or disability. Protected applicants or employees include any individual chosen or appointed

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by a person elected to public office in any State or political subdivision of any State to be a member of the elected official's personal or policymaking staff or to advise the official on the constitutional or legal powers of the office.

### **Notification and Federal Employee Antidiscrimination and Retaliation Act (No FEAR Act) of 2002 (If Applicable)**

The No FEAR Act requires federal agencies to be accountable for violations of anti-discrimination and whistleblower protection laws by paying for settlements, awards, or judgments against them in whistleblower and discrimination cases out of their own budgets.

### **Elijah E. Cummings Federal Employee Antidiscrimination Act (Elijah E. Cummings Act) of 2020 (If Applicable)**

The Cummings Act requires federal agencies to enhance transparency about discrimination or retaliation affecting their own workforce.

### **The Genetic Information Nondiscrimination Act (GINA) of 2008**

**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.

### **Pregnant Workers Fairness Act of 2022**

The PWFA requires covered employers to provide reasonable accommodations to an employee's or applicant's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the employer an undue hardship.