



Request for Proposals

Physical Needs Assessment

ISSUE DATE:

[10/25/24]

BID DUE DATE:

[11/15/24]

RFP COORDINATOR
PATRICK HALL, PURCHASING MANAGER

PAWTUCKET HOUSING AUTHORITY
214 ROOSEVELT AVE. OFC.
PAWTUCKET, RI 02860
WWW.PAWTHOUSING.ORG

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REQUEST FOR PROPOSALS

Pawtucket Housing Authority Physical Needs Assessment

The Housing Authority of the City of Pawtucket, RI requests proposals from qualified and experienced firms who have a demonstrated track record with Physical Needs Assessment services in accordance with the applicable rules, laws, and regulations.

Address all pre-bid questions or Requests For Information (RFIs) pertaining to the project or bid documents to the Director of Operations, Chris Bostic via email at cbostic@pawthousing.org. All pre-bid requests for information (RFIs) must be submitted by Friday November 8th 10:00am.

Proposals will be received until 10:00AM Friday November 15th at the Pawtucket Housing Authority's Office, at 214 Roosevelt Ave – Front Office, Pawtucket, RI 02860. Responses must be labeled **"PHA Physical Needs Assessment RFP 2024"**. Proposers must deliver **one (1) printed original, three (3) copies**, and **one (1) electronic copy of their proposal on a USB drive** addressed to the attention of:

Pawtucket Housing Authority
214 Roosevelt Ave: Front Office
Pawtucket, RI 02860
Attn: Patrick Hall, Purchasing Manager

- 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.

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.

Copies of the project manual, specifications and other bid documents may be obtained through our website: <https://www.pawthousing.org/public-housing/modernization/>

The Housing Authority of the City of Pawtucket, Rhode Island

Patrick Hall, Purchasing Manager

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PHA BACKGROUND

The Housing Authority of Pawtucket is a public entity that was formed in 1937 to provide federally subsidized housing and housing assistance to low-income families, within the City of Pawtucket, RI. The Agency is headed by an Executive Director (ED) and is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations and the Agency's procurement policy. Though brought into existence by a Resolution of the City of Pawtucket, it is a separate entity from the City.

Currently, the Agency owns, manages and/or is in partnership for: (a) 6 developments totaling 784 units of HUD Public Housing; and (b) administrates a total of 800 Section 8 Housing Choice Vouchers. The Agency currently has 50 employees.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed and insured entities to provide the above noted services to the Agency. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

Mission Statement

The Mission of the Pawtucket Housing Authority is to provide safe, decent, and affordable housing and to establish programs that will educate, enhance, and empower the lives of all the people in the community we serve.

Our Theme

"To provide stable, quality affordable housing for low and moderate-income persons."

Our Adopted Slogan

"Public Housing is more than just a place to live, public housing programs should provide opportunities to residents and their families."

- Carolyn McCarthy, U.S. Member of Congress

Our Vision

The Pawtucket Housing Authority serves as a facilitator in promoting the health, safety, and progress of our families and the overall community.

Our Goals

- Maintain and improve our supply of diverse, affordable, and accessible housing
- Provide a stimulating working environment for employees
- To increase our communication efforts with our residents and the Pawtucket community at large
- Enhance and expand relationships with our community, state, and HUD partners
- Continue to maintain our financially sound practices

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SCOPE OF WORK

1. Intent of Specifications:

Perform a Property Physical Needs Assessment (PNA) for each asset specified by the Pawtucket Housing Authority (PHA) and report the findings.

- a. The report shall be prepared to satisfy all HUD requirements for Physical Needs assessments. The report shall include all required HUD forms.
- b. The report shall include color photographs and a detailed narrative describing the property's exterior and interior physical elements and condition, including architectural and structural components, and mechanical systems.
- c. The Inspector will consult HUD Asset Management, Real Estate Assessment Center (REAC) and mortgagee (if available) files.

- d. The Contractor shall conduct site inspections of a percentage of units. Due to various types and sizes of units inspection percentages are as follows:

Fogarty Manor	20%
Kennedy Manor	20%
Galego Court	20%
Burns Manor	10%
St. Germain Manor	10%
Administration Building	100%

- e. Units shall be randomly sampled while taking into consideration occupied and unoccupied units and the unit size mix, i.e., one bedroom, two bedrooms, etc. If a significant number of units are found to be in poor condition, the PHA may require that additional units be inspected. The sampling shall also include units receiving the most environmental and architectural stress (end unit of row house, top floor of high rise, unit next to elevator, etc.)

- f. The report shall include:

- 1.1 Critical items: identify in detail, and report immediately to property management and the PHA, any repair item(s) that represent an immediate threat to health and safety.
- 1.2 Repair/Rehab items (Short Term Physical Needs): Identify and estimate the cost of the repairs, replacements, and significant deferred and other maintenance items that will need to be addressed within 12 months of inspection. Cost estimates should reflect local pricing and contractor availability.
- 1.3 Long-term Physical Needs/Reserve items: Identify and provide an estimate of the major maintenance and replacement items that are required to maintain the project's physical integrity over the next twenty (20) years.
- 1.4 Market Comparable Improvements. After discussion with the PHA, the inspector may include repairs or improvements that are necessary for marketability in the list of Repair/Rehab needs. The repairs and improvements identified should be those necessary for the project to retain its original market position as an affordable project in a decent, safe and sanitary condition (recognizing any evolution of standards appropriate for such a project). In this area rehabilitation of existing units should be compared to demolition and replacement.
- 1.5 Environmental Concerns: The PHA has compiled environmental data on most sites. The data will be made available to the contractor and this information along with directly observed potential on-site environmental hazards shall be included in the report and shall be a part of the 20 year replacement plan.

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- g.** The report shall identify any physical deficiencies as a result of:
- 1.1 A visual survey
 - 1.2 A review of any pertinent documentation
 - 1.2 Interviews with the maintenance staff, management staff, tenants, and government officials, to the extent possible.
- h.** The report shall provide a cost-benefit analysis of any individual repair or improvement costing more than \$25,000 per work item that represents an upgrade to current elements or that could be considered to reduce the operating expenses (for example, durable siding.) Compare the cost of the item with the long-term impact on rent and expenses, taking into account the remaining useful life of building systems, as needed.
- i.** The report shall explain how the project will meet the requirements for accessibility to persons with disabilities, to the extent applicable. HUD requires owners to develop a transition plan that identifies physical obstacles that limit accessibility and describes methods to make the project accessible. The contractor shall include items in the transition plan in the list of repairs.
- j.** The contractor shall provide the PHA with weekly status reports (if necessary) during the preparation phase to track and monitor the progress.

2. The PNA report should also include the following subcomponents:

- Acknowledgments (who prepared the report, when the report was prepared, who received the report and when the report was reviewed)
- Appendices (color photographs, site plans, maps, etc.)

3. In addition to the above, the Contractor shall:

- Recommend any additional professional reports needed, for example, to determine the presence or degree of structural defects, or to complete additional investigation into an environmental issue. (The PHA will be responsible for obtaining such reports.)
- If the services of a subcontractor were secured to perform the PNA, the Contractor shall review the inspection for quality, consistency and agreed upon format.
- If requested by the PHA, attend a formal kick-off meeting to clarify the requirements and scope of the work to be performed.

4. Deliverables

- A draft report shall be submitted to the PHA for review prior to completion of the final report.
- One original and two copies of the final report shall be provided to the PHA upon acceptance of the draft report.

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

- The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

6. **Contract Term:**

Contract period is to be 90 days beginning on the date of the Notice to Proceed

7. **Vendor Experience:**

The vendor must be thoroughly familiar with the application areas specified and have an installed base of customers currently using the proposed products. The vendor shall have the staff, technical, and financial resources to reliably install and support the proposed system.

8. **Examination of Bid Document and Work Sites**

Contractors shall determine for themselves the conditions and circumstances effecting requirements of the included work by personal examinations of each included item of equipment and equipment system, building area, all bid documents and by such other means as they may choose that are acceptable to Owner. The submission of a bid will be considered conclusive evidence that the contractor has made such examinations and investigations, and that the contractor fully understands and is satisfied as to the conditions to be encountered, the character, quantity, quality and scope of work, and the requirements of the bid documents. Respondents must request a site visit through the Director of Operations, Chris Bostic, at 401-721-5064.

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9. PHA Locations:

Project Number	Project Name	Location/Street	Construction Type	Number Units	No. Buildings	No. Stories	Year Const.
"004	Fogarty Manor	214 Roosevelt Ave.	Concrete High-rise	250	1	15	1970
"7-3	Kennedy Manor	175 Broad St.	Concrete High-rise	171	1	8	1964
"7-2	Burns Manor	95 Park St.	Wood frame	92	5	2	1976
"7-1	St. Germain Manor	401 Mineral Spring Ave.	Wood frame	112	5	2	1976
"002	Galego Court	483 Weeden St.	Brick & Wood frame	161	16	2	1958

10. Special Conditions

- a. **Contractor Identification:** All contractors and sub-contractors shall be required to obtain and display at all times while on the job site the PHA photo identification card.
- b. **Workday Definition:** A workday shall consist of 8 hours from 8:00 AM to 5:00 PM local time Monday through Friday. If work requires access to PHA locations or properties that are closed on PHA holidays, no work will be conducted.
- c. **Hazardous Material:** No contractor or subcontractor shall cut, disturb or knowingly remove any material reasonably believed to be asbestos containing material or polychlorinated biphenyl (PCB), or any material or chemical banned by the Federal or State of Rhode Island Environmental Protection Agency (EPA). In the event the Contractor encounters material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately report the condition to the Maintenance & Engineering Department of the PHA. If the Contractor continues work in the area affected, he/she shall assume all responsibility for the proper removal and disposal of the material in the affected area.
- d. **Liquidated Damages:** In the event of a default by either party in the performance of this agreement, the non-defaulting party shall be entitled to recover costs, including reasonable attorneys' fees incurred in enforcing this agreement, whether or not suit is required.
- e. **Sales Tax:** Purchases of building materials for the Contract are exempt from the Rhode Island Retailers' Occupation and Use Tax. An exemption may also apply in regard to certain Federal excise taxes on material and equipment used in connection with the Contract. The bidder shall therefore exclude such taxes from consideration in preparing his/her bid. For further information the bidder should contact the Rhode Island Department of Revenue and the Internal Revenue Service or consult his/her legal counsel or tax advisor.
- f. **Signs:** Subject to prior approval of PHA as to size, type and location and local regulations, the Contractor and his/her subcontractor(s) may erect temporary signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.
- g. **Indemnification:** Before commencing work the contractor is required to execute the Hold Harmless agreement.

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- h. Insurance:** Pursuant to the requirements of the insurance pool in which PHA participates, the Contractor and all subcontractors must name the PHA as an additional insured on their liability insurance policies. Although a contract may be awarded, Notice to Proceed will not be issued until proof of the additional insured requirements has been presented to PHA from the Contractor's and any subcontractor's insurance companies. This must occur within 10 days of the award of contract. The Contractor and any subcontractors shall maintain the minimum insurance coverage and limits of liability required under the General Conditions and supplemented below until all work is completed and accepted by PHA.
1. Workmen's Compensation and Occupational Disease: Statutory Limits.
 2. Employer's Liability: \$100,000.00, Coverage "B".
 3. Comprehensive General Liability Insurance:
 - a. Bodily Injury: \$1,000,000.00 Each Person/Each Occurrence
 - b. Property Damage: \$1,000,000.00 Each Occurrence
 4. Contractor Protective Liability Coverage shall be included for a period of not less than one (1) year after Final Payment to the Contractor
 5. Comprehensive Automobile Liability Insurance: This insurance shall include non-owned, hired or rented vehicles, as well as owned vehicles.
 - a. Bodily Injury: \$1,000,000.00 Each Person/Each Occurrence, Combined Single Limit
 6. Care, Custody and Control and XCU exclusions shall be removed from all policies under this contract and suitable coverage provided subject to the approval of the PHA's insurance counselor.
 7. Builder's Risk: Full Value of Contract. Maximum Deductible: \$2,500.00.
 8. Umbrella Excess Liability: \$1,000,000.00.
- i. Certification Regarding Debarment and Suspension:** Before commencing work the Contractor is required to execute the Certification regarding Debarment and Suspension
- j. Non-Collusive Affidavit:** Before commencing work the Contractor is required to execute the Non-Collusive Affidavit (for projects exceeding \$50,000.00)

Proposal Submission Instructions:

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

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

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

Rejection:

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

The Authority reserves the right to award contracts to multiple offerors, to reject any or all bids, 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.

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Additional Offerors Credentials:

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

Cost Incurred in Responding:

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

No Deposit/No Retainer:

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

Proposal Evaluation:

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

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

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

Award of Proposal(s):

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

Rejection of Proposals:

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

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Cancellation of Award:

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

Right to Negotiate Final Fees:

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

Contract Conditions:

The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:

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

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 Proposal (see attachments).
- The Offeror must demonstrate that the proposal meets **all** applicable rules, regulations, permitting, registration, and licensing requirements, whether Local, State or Federal. It is the responsibility of the Offeror to determine the applicability of any rule, regulation, or other requirement.

Equal Employment Opportunity:

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

Diversity Business Enterprise (DBE) Program Requirements:

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

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises.

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- Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.
- Firms submitting proposals are encouraged to consider subcontracting portions of the engagement to small firms owned or controlled by socially and economically disadvantaged individuals. The proposed subcontracting firms must be clearly identified in the proposal. Following the award of the contract, no additional subcontracting of services provided herein will be allowed without the express prior written consent of the PHA.

Licenses & Permits:

- Contractor will ensure all required licensing requirements are met.
- The Contractor and Contractor's employees and agents shall secure and maintain in force such licenses and permits as are required by law and shall conform to all Federal, State, and local laws, ordinances, and regulations covering the work under the contract.
- The Contractor shall provide to the Authority copies of these and any other required licenses.
- Failure to maintain licenses in current status during this Contract shall constitute a material breach.
- The Authority is exempt from the payment of any and all taxes and fees to the State of Rhode Island and City of Pawtucket.
- 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.

Insurance:

- The winning bidder will be required to name the Authority as an additional insured and maintain the insurance for the duration of the Contract.
- The winning bidder will be required to provide a certificate of comprehensive liability / auto / workers compensation insurance.
- The winning bidder shall furnish the Authority a Certificate of Insurance evidencing that, Builder's Risk (Fire and Extended Coverage) Insurance on all work in place and / or materials stored at the construction site, including foundations and building equipment, is in force.
- Proof of such coverage(s) must be presented to the Authority upon request.
- Failure to maintain insurance as required during the term(s) of this Contract shall constitute a material breach thereof.
- The Contractor is responsible for the full cost of any loss.

The Agency's Reservation of Rights:

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

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.

Previous edition is obsolete

page 1 of 2

form **HUD-5369-8** (8/93)
ref. Handbook 7460.8

(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 an 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 discussion. 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 acknowledgement 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 protester.

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.]

PAWTUCKET HOUSING AUTHORITY

PROPOSAL CONTENT AND FORMAT

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

Tab 1: Executive Summary:

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

Tab 2: Experience, Qualifications, and Personnel Listing:

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

- The number of years the firm has been in practice;
- The proposer's qualifications, relevant experience, and ability of staff to successfully perform the required services;
- 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.

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

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

Tab 5: References

Provide a minimum of three references. Can include specific types of references needed, if applicable; e.g., other customers, other housing authorities, etc. Please include relevant all contact information.

Tab 6: Required HUD and PHA Forms (Appendix A):

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

- COMPANY PROFILE FORM
- HUD 5369-C: CERTIFICATIONS & REPRESENTATIONS OF OFFERORS FORNON-CONSTRUCTION CONTRACTS
- 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

PAWTUCKET HOUSING AUTHORITY

PROPOSAL EVALUATION FACTORS

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

Proposals will be evaluated:

- Each response received will be first evaluated for responsiveness (I.e. meets the minimum requirements).
- Responsive submissions will then be evaluated by a PHA review committee.
- PHA reserves the right to invite a proposer(s) to provide a presentation to the review committee.
- Using the three (3) factors and their respective assigned values as follows:

Factor #	Factor Description	Max Point Value
A	Technical Capabilities: This category will score your ability to: evaluate building systems, health and safety conditions, physical and structural conditions, environmental and hazardous materials issues and estimate costs for maintaining, rehabilitating or improving deficiencies. Please list the qualifications of the individuals that will be working on this project including any licenses that they hold. Describe your firm: personnel, equipment, materials and resources that you have available for doing a Physical Needs Assessment.	35
B	Experience: Describe your experience in conducting physical needs assessments. Specifically list your experience in the public housing field. Describe your familiarity with HUD regulations regarding the Physical Needs Assessment. Describe your familiarity with the asset management funding system that HUD is now implementing and your experience in preparing PNA's for use with HUD's Capital Funds Finance Program, Operating Fund Finance Program and Energy Performance Contracting. Please submit an example from a recently completed public housing Physical Needs Assessment (remove all proprietary and confidential information).	35
C	Section 3 (24CFR 135): Describe your company's Section 3 status and your plan for Section 3 compliance on this project.	30
		100
	<p>Women and Minority Business Enterprises (W/MBE) Women and Minority Business Enterprises (W/MBE) Bonus: An additional six (6) points will be added to the final score for companies that are registered as such. Businesses registered as such are required to submit a copy of their Certification to earn these additional points. The State of Rhode Island Office of Diversity, Equity & Opportunity website has more information regarding the certification process and defines the category of individuals that can certify as a W/MBE.</p> <p>Minority Business Enterprise (MBE) means a business enterprise that is at least 51% owned and controlled by one or more minority or socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or other similar causes.</p> <p>Women's Business Enterprise (WBE) is an independent business concern that is at least 51% owned and controlled by one or more women who are U.S. citizens or Legal Resident Aliens; whose business formation and principal place of business are in the U.S. or its territories; and whose management and daily operation is controlled by a woman with industry expertise.</p>	<p style="text-align: center;">6 bonus points</p>

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PROPOSAL EVALUATION METHOD

1. Initial Evaluation for Responsiveness:

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

2. Evaluation Packet:

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

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

3. Evaluation Committee:

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

4. Evaluation:

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

5. Points Awarded Range:

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

Points Awarded Range						
Classification*	Rating	%	10	20	30	100**
Acceptable	Excellent	95%/+	10	19-20	29-30	95-100
Acceptable	Very Good	90%/+	9	18	28	90-94
Potentially Acceptable	Good	80%/+	8	16-17	26-27	80-89
Potentially Acceptable	Average	70%/+	7	14-15	24-25	70-79
Unacceptable	Poor	<70%	0-6	0-13	0-23	0-69

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

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

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

PAWTUCKET HOUSING AUTHORITY

7. Determination of Top-ranked Proposer:

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

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

8. Minimum Evaluation Results:

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

9. Ties:

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

10. Notice of Results of Evaluation:

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

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

11. Restrictions:

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

PAWTUCKET HOUSING AUTHORITY

APPENDIX A

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

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

PAWTUCKET HOUSING AUTHORITY

COMPANY PROFILE FORM

Company: _____

Address: _____

Email: _____

Phone: _____

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

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

IDENTIFY PRINCIPALS / PARTNERS IN FIRM

Name	Title	% Of Ownership

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

Name	Title

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

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

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

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

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WMBE Certification Number: _____

Certified By: _____

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

Federal Tax ID Number: _____

State of RI License Type and Number: _____

Worker's Compensation Insurance Carrier: _____

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

General Liability Insurance Carrier: _____

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

Professional Liability Insurance Carrier: _____

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

FELONY DISCLOSURE

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

Yes () / No ()

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

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

DEBARRED STATEMENT

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

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

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

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

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

Company: _____

Address: _____

Printed Name: _____

Signature: _____

Title: _____

Date: _____

Certifications and Representations of Offerors

Non-Construction Contract

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for non construction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors 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)(I) through (a)(3) above .

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

4. Organizational Conflicts of Interest Certification

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

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

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this

contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

(iii) As an agent, has not personally participated, and will

6. Conflict of Interest

PAWTUCKET HOUSING AUTHORITY

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says:

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

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

Signature & Title:

Owner: if the bidder is an individual

Partner: if the bidder is a partnership

Officer: if the bidder is a corporation

Subscribed and sworn to before me this

_____ day of _____, 20____.

(Notary Public)

My commission expires _____, 20____

PAWTUCKET HOUSING AUTHORITY

LIST OF SUBCONTRACTORS

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

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

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

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

PAWTUCKET HOUSING AUTHORITY

VENDOR DISCLOSURE AGREEMENT

Entity Completing Form: _____

Address: _____

Company Contact Name: _____

Telephone: _____

The Pawtucket 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 Finance Department a written disclosure of any conflicts of interest that may exist.

Relationship to a Pawtucket 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 Pawtucket Housing Authority legal counsel

I certify that I am not related to a Pawtucket Housing Authority employee, Board member, or Agent

I am not aware of any relatives being employed by the Pawtucket 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 Manager of Systems and Data Processes at the PHA>

Signature: _____

Date: _____

PAWTUCKET HOUSING AUTHORITY

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____

PAWTUCKET HOUSING AUTHORITY

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_____

PAWTUCKET HOUSING AUTHORITY

CONTINGENT FEES STATEMENT

State of _____

County of _____

In accordance with the Pawtucket 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____

PAWTUCKET HOUSING AUTHORITY

APPENDIX B

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

PAWTUCKET HOUSING AUTHORITY

AGREEMENT FOR SERVICES Contract No. 2024-xxx

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

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all labor, materials, and services to perform **Pawtucket Housing Physical Needs Assessment** for all locations of the Housing Authority throughout the City of Pawtucket in accordance with: all applicable HUD rules and regulations, Part II – Additional Terms and Conditions, the Authority's Request for Proposal, dated **[enter date]**, and the Contractor's Proposal, dated **[enter date]**, all of which are hereby incorporated by reference and made a part hereof.

The specific deliverables are: all items listed under Scope of Work

ARTICLE 2. The Contract Price

The Authority shall pay the Contractor for the performance of this contract, in current funds, subject to additions and deductions as provided herein, the sum of **[insert monthly/yearly cost here]**

ARTICLE 3. Method of Payment

Portions of the contract price (ARTICLE 2) shall be paid within thirty (30) days of receipt of an approved invoice. If the delivery of any service and/or material purchased under this contract is provided in stages, then for each of the agreed stages, a partial payment will be made. The Contractor is issued **Contract Number 2024-xxx** by the Authority. This number must be indicated on all invoices in order to be processed for payment.

Billing Address: ATTN Finance Department
Pawtucket Housing Authority
214 Roosevelt Avenue OFC,
Pawtucket, RI 02860

Email Invoices: phall@pawthousing.org

ARTICLE 4. Time of Performance

Pawtucket Housing Authority Physical Needs Assessment will commence on or about **[contract start]** and shall be completed on or before **[contract end]**.

ARTICLE 5. Contract Documents

The Contract shall consist of the following component parts:

- a. This Instrument
- b. Part II – Additional Terms & Conditions
- c. Request for Proposal, Dated, **[date]**
- d. Contractor's Proposal, Dated **[date]**
- e. Amendments (if any)
- f. HUD and PHA Required Forms
- g. City of Pawtucket, Rhode Island Forms (if required)

ARTICLE 6. Additional Compliance

The 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;

PAWTUCKET HOUSING AUTHORITY

- Sections 102 and 103 of the Civil Rights Act of 1991;
- Sections 501 and 505 of the Rehabilitation Act of 1973;
- The Genetic Information Nondiscrimination Act of 2008; and
- Executive Order 11246 as Amended, including Parts I through IV.
- Vendors, Non-Affiliated Third Parties, and Contractors shall implement and maintain reasonable data security procedures and practices appropriate to the size and scope of the organization, the nature of the information, and the purpose for which the information was collected to protect the Personal Information (PI) from Unauthorized Access, Use, Modification, Destruction, or Disclosure.

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

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

Witness

The Pawtucket Housing Authority

Paula McFarland,
Executive Director
214 Roosevelt
Avenue
Pawtucket, RI 02860

Witness

Vendor

TITLE

ADDRESS

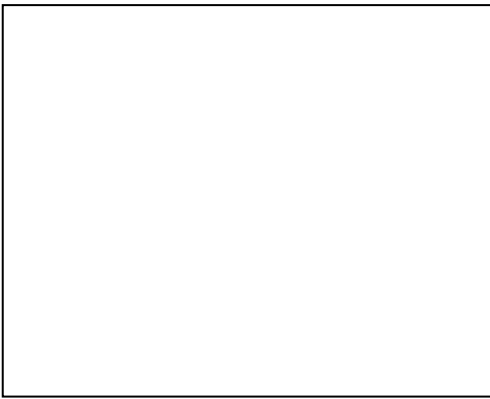
CITY, STATE ZIP

PAWTUCKET HOUSING AUTHORITY

CERTIFICATION

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

[Corporate Seal]



By: _____

{THIS AREA INTENTIONALLY BLANK}

PAWTUCKET HOUSING AUTHORITY

PART II - TERMS & CONDITIONS

1. Breach of Agreement

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

2. Termination

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

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

3. Termination of Contract for Cause

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

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

4. Termination for Convenience of Authority

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

5. Changes

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

6. Personnel

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Authority.
- b. All services required hereunder will be performed by the Contractor or under their supervision, and all personnel engaged in the work shall be fully qualified and authorized or permitted under State and local law to perform such services.
- c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

PAWTUCKET HOUSING AUTHORITY

7. Anti-Kickback Rules

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

8. Withholding of Salaries

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

9. Claims and Disputes Pertaining to Salary Rates

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

10. Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any protected class. The Contractor shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to race, color, religion, sex, national origin, or protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
- b. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. Discrimination Because of Certain Labor Matters

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

12. Compliance with Local Laws

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

13. Subcontracting

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

PAWTUCKET HOUSING AUTHORITY

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

14. Assignability

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

15. Interest of Members of Authority

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

16. Interest of Other Local Public Officials

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

17. Interest of Certain Federal Officials

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

18. Interest of Contractor

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

19. Findings Confidential

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

20. Royalties and Patents

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

21. Examination and Retention of Contractor's Records

- a. The Authority, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- b. The Contractor shall include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a). "Subcontract," as used in this clause, excludes purchase orders below \$10,000.00.
- c. The periods of access and examination in paragraphs (a) and (b) above for the record relating to (1) appeals, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Authority, HUD, or Comptroller General or any of the duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims or exceptions.

PAWTUCKET HOUSING AUTHORITY

22. Warranty of Title

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

23. Insurance

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

- A. **Commercial General Liability Insurance** naming the Authority as an additional insured on a primary and non-contributory basis for ongoing operations CG 2010 and completed operations CG 2037 or their equivalent at a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, together with damage to premises rented and fire damage legal liability limit of \$2,000,000.
- B. **Automobile Liability Insurance** at a minimum of \$1,000,000 combined single limit for each accident naming the Authority as an additional insured on a primary and non-contributory basis.
- C. **Workers Compensation and Employers Liability Insurance** certificate evidencing the Contractor's current workers compensation per statute and employers' liability at a minimum limit of \$1,000,000 per accident, \$1,000,000 disease each employee, and \$1,000,000 disease limit policy.
- D. **Umbrella/Excess Liability Insurance** at a minimum limit of \$5,000,000 per occurrence and in the aggregate including the Authority as an additional insured on a primary and non-contributory basis with General Liability, Automobile Liability and employers' liability as underlying coverage.
- E. **Professional Liability Insurance**, with a minimum limit of \$2,000,000.
- F. **Pollution Liability Insurance**, where applicable, with a minimum limit of \$2,000,000.
- G. The Commercial General Liability, Automobile Liability, Umbrella Liability and Employers Liability all include a waiver of subrogation in favor of the Authority.
- H. **Hold Harmless and Indemnification**. Nothing in this Agreement shall be construed to mean that the Pawtucket Housing Authority assumes any liability for damages or otherwise on account of accidents to persons or property, including but not limited to accidents arising or resulting from Contractor's operations. Contractor shall be solely responsible for supervising all of its own, and its subcontractors, and operations, including but not limited to losses arising from the willful and/or negligent actions of its own and its subcontracted staff and all personal injuries occurring on site.
- I. **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,

PAWTUCKET HOUSING AUTHORITY

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

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

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

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

PAWTUCKET HOUSING AUTHORITY

APPENDIX C

EEOC REQUIREMENTS

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

PAWTUCKET HOUSING AUTHORITY

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

Executive Order 11246 — Equal Employment Opportunity

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

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

PART I — NONDISCRIMINATION IN GOVERNMENT EMPLOYMENT

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

PART II - NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS

Subpart A – Duties of the Secretary of Labor

SEC. 201

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

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

Subpart B – Contractors' Agreements

SEC. 202

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

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

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

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- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

SEC. 203

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

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

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SEC. 204

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

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

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

SEC. 205

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

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

SEC. 206

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

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

SEC. 207

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

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

SEC. 208

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

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Subpart D – Sanctions and Penalties

SEC. 209

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

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

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

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

SEC. 210

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

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

SEC. 211

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

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

SEC. 212

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

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

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Subpart E – Certificates of Merit

SEC. 213

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

SEC. 214

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

SEC. 215

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

PART III – NONDISCRIMINATION PROVISIONS IN FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

SEC. 301

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

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

SEC. 302

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

SEC. 303

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

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

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

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

SEC. 304

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

PART IV – MISCELLANEOUS

SEC. 401

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

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

SEC. 402

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

SEC. 403

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

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

SEC. 404

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

SEC. 405

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

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LAWS ENFORCED BY EEOC

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

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

The Pregnancy Discrimination Act

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

The Equal Pay Act of 1963 (EPA)

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

The Age Discrimination in Employment Act of 1967 (ADEA)

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

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

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

Sections 102 and 103 of the Civil Rights Act of 1991

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

Sections 501 and 505 of the Rehabilitation Act of 1973

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

The Genetic Information Nondiscrimination Act of 2008 (GINA)

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