

PROVIDENCE HOUSING AUTHORITY



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Request for Proposal

Soliciting Proposals to Procure/Provide Cyber Security Services

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ISSUED DATE: JANUARY 24, 2023  
SUBMISSION DEADLINE: FEBRUARY 23, 2023 @ 12:00 PM EST

RFP COORDINATOR:  
ANNETTE MALKHASSIAN  
PROVIDENCE HOUSING AUTHORITY  
40 LAUREL HILL AVENUE  
PROVIDENCE, RI 02909  
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## REQUEST FOR PROPOSALS

### Managed Cyber Security Services

The Housing Authority of The City of Providence, Rhode Island (aka Providence Housing Authority or PHA) is a public agency soliciting proposals for qualified **Managed Cyber Security Services** as outlined in the scope of services specified in this Request for Proposals (RFP).

Proposals will be received until **12:00 PM EST on February 23, 2023** at the PHA's Procurement Office, at 40 Laurel Hill Ave., Providence, RI 02909. Responses must be labeled **Providence Housing Authority: Managed Cyber Security Services**. Proposers must deliver one printed original and a copy of their proposal on a USB drive addressed to the attention of:

**ANNETTE MALKHASSIAN**  
**Procurement Officer**  
**Providence Housing Authority**  
**40 Laurel Hill Avenue**  
**Providence, RI 02909**

PHA will *not* accept proposals submitted by fax or email.

An optional pre-bid meeting will be held via Teams on **February 1, 2023 at 1pm EST** at the following link [Click here to join the meeting](#) (Meeting ID: 297 064 165 521 Passcode: fg2ovk).

Address all pre-bid questions or requests for information (RFIs) pertaining to the project or bid documents to the Procurement Office, Annette Malkhassian via email at [amalkhassian@provhousing.org](mailto:amalkhassian@provhousing.org). All pre-bid requests for information (RFIs) must be submitted by **12:00PM EST on February 13, 2023**, prior to bid due date.

Copies of the bid documents may be obtained on our website: <https://provhousing.org/procurement-bid/>

# PROVIDENCE HOUSING AUTHORITY

## Background

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

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

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

**Vision Statement:** PHA, working with its residents, will be a best-in-class leader in creating safe, vibrant communities that promote pathways to opportunities and will be a place where people are proud to live and work.

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

# PROVIDENCE HOUSING AUTHORITY

## NETWORK OVERVIEW

- The PHA utilizes VMware to administer its virtual environment with two Data Centers located within Providence RI; SRM and vSphere Replication is setup between the Data Centers.
- AMP's (Asset Management Project numbers) have been assigned by HUD to each PHA location (001 – 009), all AMP's are within Providence, RI.
- Our Data Center's use VxRail's to host our VM's; AMP 003 has 6 VM's and AMP 005 has 7 VM's. We're in the early planning stages to move 7 VM's to a cloud environment, 3 VM's would remain on premise, two Domain Controller's would run as a cloud service and 1 VM would be powered off. All VM's are running Windows Server 2016 except one running Windows Server 2012.
- Our network supports 167 users working at the 9 AMP's. Staff uses Dell computers running Windows 10 or 11 with M365, computers connect to the internal network with CAT 5 or 6 Ethernet cables. The external network is wireless Bridgewater antenna's or Verizon Wireless, both managed by a 3<sup>rd</sup> party vendor. Each AMP is setup with network failover; if the primary connection is Bridgewater the failover is Verizon Wireless, if the primary connection is Verizon Wireless the failover is Cox Communications.

### Network Infrastructure

Bridgewater's	Model	Install Date
• 1 GB Main Link between 005 and 003	Bridgewater FE23	10/18/2018
• 1 GB Link between 005 and 007	Bridgewater Flex4G-1000	10/25/2019
• 1 GB Link between 007 and 001	Bridgewater Flex4G-1000	5/19/2021
• 1 GB Link between 003 and 009	Bridgewater Flex4G-1000	9/24/2018
• 1 GB Link between 003 and 004	Bridgewater Flex4G-1000	10/31/2019

#### Verizon Wireless

- AMP's 002, 006 and 007

#### Switches = 124

- Adtran (71)
- D-Link (7) soon to be replaced with Adtran
- HP (3)
- Netvanta (43)

#### VLAN's = 31

- AMP 001 = 3
- AMP 002 = 3
- AMP 003 = 5
- AMP 004 = 3
- AMP 005 = 5
- AMP 006 = 3
- AMP 007 = 3
- AMP 008 = 3
- AMP 009 = 3

#### Computers per AMP

- AMP 001 = 7
- AMP 002 = 11
- AMP 003 = 59 (13, 7, 14 & 25)
- AMP 004 = 8
- AMP 005 = 64
- AMP 006 = 6
- AMP 007 = 4
- AMP 008 = 4
- AMP 009 = 4

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Security Camera's

		TYPE		MODEL	
		<u>IP</u>	<u>Analog</u>	<u>Fixed</u>	<u>PTZ</u>
•	AMP 001	32	0	12 (1 camera has 4 views)	20
•	AMP 002	13	0	8 (1 camera has 4 views)	5
•	AMP 002 RW	6	0	0	6
•	AMP 003	34	0	19	15
•	AMP 003 - 335	12	9	16	5
•	AMP 003 - 40	10	0	7	3
•	AMP 003 - 50	6	4	6	4
•	AMP 003 (MP) 7	7	0	7	0
•	AMP 004	20	0	7	13
•	AMP 005	21	17	32	6
•	AMP 006	19	0	16	3
•	AMP 007	14	11	21	4
•	AMP 008	9	5	11	3
•	AMP 009	10	12	19	3
	<b>TOTAL</b>	<b>213</b>	<b>58</b>	<b>181</b>	<b>90</b>

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## PHA SCOPE OF SERVICES

As stated in the introduction, PHA seeks responses from providers with expertise and experience in providing Managed Cyber Security Services. The focus of the RFP is to select a single entity/organization for a term of one (1) year. PHA intends to contract with a Managed Cyber Security provider for a one-year period with an option to renew the relationship for up to four (4) additional years.

PHA is seeking the next generation managed cyber security services provider with a focus on delivering managed cyber security services, professional services and global threat intelligence. As a component of this service, PHA is also seeking comprehensive security monitoring and security device management services to protect traditional and virtual IT infrastructures, cloud environments and mobile data. PHA is seeking a provider to assist in optimizing their current cyber security programs, making informed security decisions, achieving regulatory compliance, and reducing costs. The provider must possess the skill set to monitor the global threat landscape, providing actionable threat intelligence, enhanced threat detection and mitigating controls. It is expected that the cyber security experts will act as an extension of PHA's internal teams.

### **Scope:**

- On Premise Networks
- Cloud Services
- M365
- Others

Specifications include, but are not limited to:

### **On-going Security Assessments:**

- Quarterly internal vulnerability assessments & pen test
- Monthly external vulnerability assessments & pen test
- Semi-annual Application and cloud readiness assessment
- Semi-annual firewall review assessment
- Annual active directory scan
- Cyber Security consulting on related topics/environment infrastructure
- Monthly social engineering & security awareness testing
- Quarterly social engineering & security awareness training
- Monthly virtual CISO calls

### **Risk Management:**

- Monthly CISO review of gaps and risks drive remediation plan
- Alignment with CIS controls at Minimum or another proposed framework
- Policy Development

### **24x7x365 Monitoring (Managed Detection and Response):**

- Full 7-layer packet inspection
- Full packet analysis
- Behavioral and signature anomalies
- Log analysis of firewall logs and System events
- Event correlation
- Dedicated portal with Security Operations Center (SOC) access for questions / concerns
- Coverage 365 days, 24x7



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### **24x7x365 Advanced Endpoint (Endpoint Detection and Response):**

- Actionable recommendations and security event prioritization.
- Policy tuning, exclusions, and reduction of false positives
- Ensure business continuity and network hygiene in near real-time
- Access to experts to escalate security events
- Hunting capabilities to detect latent threats and gain deep visibility
- Accelerate response time with automated mitigation and containment
- Coverage 365 days, 24x7
- Monitor static and behavioral AI, documents, scripts, exploits, and lateral movement
- Includes use of an EDR/XDR solution that meets or exceeds SentinelOne endpoint protection
- Provide a cyber-security dashboard for the PHA IT team to visually monitor the state of the network

### **Incident Management**

- Manage incidents to resolution
- Escalate and communicate to onsite mgmt.
- Provide after action reviews
- Work with other vendors, insurance and partners as needed
- Forensics ability is a plus

### **Additional Offerings**

- Please include any other offering(s) not specifically requested in this RFP that you recommend PHA consider.

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# PHA INSTRUCTIONS TO OFFERORS

### 1. Proposal Contents and Format:

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

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

Proposals will be received until **12:00 PM EST on February 23, 2023** at the PHA's Procurement Office, at 40 Laurel Hill Ave., Providence, RI 02909. Responses must be labeled:

**Providence Housing Authority: Managed Cyber Security Services.**

Proposers must deliver **one original (paper) and a copy of their proposal on a USB drive.**

**PHA will *not* accept proposals submitted by fax or email.**

The Original submittal is to be marked on the outside of the proposal "**Original**" and must be submitted in a sealed envelope addressed to the attention of:

**ANNETTE MALKHASSIAN  
Procurement Officer  
Providence Housing Authority  
40 Laurel Hill Avenue  
Providence, RI 02909**

The following Information and fully executed Attachments shall be included with Proposals:

- A.** Form HUD-5369-C: Certifications and Representations of Offerors Non-Construction Contract
- B.** Company Profile Form
- C.** Client References: At least 3 for Managed Cyber Security Services
- D.** Non-Collusive Affidavit
- E.** Vendor Disclosure Statement
- F.** Fair Employment Practice Statement
- G.** Contingent Fees Statement
- H.** Certification for Contracts, Grants, Loan and Cooperative Agreement

### 2. Pre-Bid Meeting:

An optional pre-bid meeting will be held via Teams on **February 1, 2023 at 1pm EST** at the following link [Click here to join the meeting](#) (Meeting ID: 297 064 165 521 Passcode: fg2ovk). Please direct all questions to ANNETTE MALKHASSIAN; contact information provided in Section 10.0 Inquiries.

### 3. Inquiries:

Address all pre-bid questions or requests for information (RFIs) pertaining to the project or bid documents to the Procurement Office, Annette Malkhassian via email at [amalkhassian@provhousing.org](mailto:amalkhassian@provhousing.org). All pre-bid requests for information (RFIs) must be submitted by **12:00PM EST on February 13, 2023**, prior to bid due date.

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### 4. Offeror Requirements:

- Offerors proposal must be detailed and clear as to the cost and services provided to provide/procure Managed Cyber Security Services.
- Offeror 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 to provide three (3) References with Contact Information for whom Offeror procured Managed Cyber Security Services within the past year.
- Rates for any customized or recommended work outside of the proposed offerings must be included in your response and approved by PHA.

### 5. Information Requirements:

For the purposes of understanding more about your company and your ability to successfully fulfill PHA's requirements; please provide the information below as part of your response, clearly referencing each specific question.

#### Corporate Information

- Will you subcontract any components of this project to third-party companies?
- If so, please describe the components to be subcontracted and provide details of any agreement in place with the subcontracted firm/individuals as well as a summary of work that you have successfully completed together; include offices/locations of third-party organizations. All costs associated with any third-party will be the responsibility of the offeror, not the PHA.

### 6. 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. Offeror must state compliance with 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.

### 7. Licensing & Business Requirements:

- The Offeror is responsible to comply with all governmental licensing requirements and associated business regulations whether Local, State or Federal. It is the responsibility of the Offeror to determine the applicability of any rule, regulation or other training or certification requirement.

### 8. Cost Incurred in Responding

- All costs directly or indirectly related to preparation of a response to the Request for Proposal, 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.

### 9. Rejection:

- PHA reserves the right to reject any and all submittals, waive any informality in the solicitation process or parts thereof, and/or to re-solicit new Proposals.
- PHA does not guarantee that a contract will be awarded as a result of this Request for Proposal.

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### **10. 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.

### **11. 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 businesses are utilized whenever possible. Efforts to achieve minority, women and small business participation shall include, but shall not be limited to:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises.
- Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.
- Firms submitting proposals are encouraged to consider subcontracting portions of the engagement to small IT Consulting firms or IT Consulting firms owned or controlled by socially and economically disadvantaged individuals. If this is done, that fact and the name of 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.

### **12. Reservation of Rights:**

Providence Housing Authority reserves the right:

- To reject any or all proposals, to waive informality in the RFP process, or to terminate the process at any time, if deemed to be in its best interest.
- Not to award a contract pursuant to this RFP.
- To terminate a contract award pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- To determine days, hours, and locations that the successful proposer(s) shall provide services called for in this RFP.
- To retain all proposals submitted in response to this RFP, and no firm shall be allowed to withdraw said proposal for a period of 60 days after the deadline for receiving proposals without the written consent of the PHA Contracting Officer (CO).
- To negotiate the fees proposed by the proposer entity.
- To reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposal and/or proposals offering alternate or non-requested services.
- Shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The HA may

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

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

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

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

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

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

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

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

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

[Describe bid or proposal preparation instructions here:]

PROVIDENCE HOUSING AUTHORITY

**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).

The submittal shall be arranged in the following format and sequence together with required attachments specified under Proposal Contents and Format.

Proposals will be evaluated using the four factors and their respective assigned values as follows:

Factor #	Factor Description	Maximum Point Value
A	<p><b>Letter of Interest:</b> The letter should: specify the proposer's interest in the Project; demonstrate a comprehensive understanding of PHA's current and future needs; and briefly explain why the proposer feels it is best qualified to undertake this engagement. Please also identify the principal staff who would be assigned to this engagement.</p>	5
B	<p><b>The Technical Approach and the Response Plan(s):</b> A detailed description of the approach, proposed work plan, and time frame.</p>	35
C	<p><b>Demonstrated Experience and Capacity in Similar Engagements:</b> The prior experience identified by the proposer in similar engagements, including, but not limited to, experience with demonstrated course of action and a history of strategies related to future course of action. The proposer will provide contact information on at least three (3) references, including at least two of each type as described in section 4.5 (if possible, Housing Authorities, non-profit agencies, or governmental entities) from prior clients with similar engagements and provide a brief description of the role the proposer played in each engagement.</p>	35
D	<p><b>Cost Proposals:</b> PHA requests: a detailed cost proposal not to exceed total costs and reimbursable expenses; including proposed hourly fees and expenses, along with the total number of hours and time that would be required to complete this engagement.</p>	25
		<b>100</b>
	<p><b>Women and Minority Business Enterprises (W/MBE)</b> An additional six (6) points will be added to the final score for companies that are registered as such. A small business which is at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals or in the case of a publicly owned business, at least fifty-one (51%) of the stock of which is owned by one more socially and economically disadvantaged individuals; and whose management and daily business operations are controlled by one or more such individuals. 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 &amp; Opportunity website has more information regarding the certification process and defines the category of individuals that can certify as a W/MBE.</p>	6 bonus points

PROVIDENCE HOUSING AUTHORITY

**ATTACHMENTS**

**All forms to be filled out and returned with the proposal**

- A. HUD Certifications & Representations of Offerors for Non-construction Contracts – Form 5369-C
- B. Company Profile Form
- C. Client References
- D. Non-Collusive Affidavit (Notarized)
- E. Vendor Disclosure Agreement
- F. Fair Employment Practice Statement (Notarized)
- G. Contingent Fees Statement (Notarized)
- H. Certification for Contracts, Grants, Loan, and Cooperative Agreement (Notarized)



# Certifications and Representations of Offerors Non-Construction Contract

## ATTACHMENT A

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/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)(1) through (a)(3) above.

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

PROVIDENCE HOUSING AUTHORITY

**ATTACHMENT B**

**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; and (d) Name of Parent Company and Date Acquired, if applicable.

**IDENTIFY PRINCIPALS / PARTNERS IN FIRM**

Name	Title	% Of Ownership

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

Name	Title

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

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

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

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

**PROVIDENCE HOUSING AUTHORITY**

---

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

---

**DEBARRED STATEMENT**

Has this firm or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Rhode Island, or any local government agency? **Yes ( ) / No ( )**  
If “Yes,” please attach a full detailed explanation, including dates, circumstances, and current status.

Does this firm or any principal(s) have any current / past personal or professional relationship with any Officer or Commissioner of the Providence Housing Authority? **Yes ( ) / No ( )**  
If “Yes,” please attach a full detailed explanation, including dates, circumstances, and current status.

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

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

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

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

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

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

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



PROVIDENCE HOUSING AUTHORITY

ATTACHMENT D

NON-COLLUSIVE AFFIDAVIT

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

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

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

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

\_\_\_\_\_

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

Signature & Title: \_\_\_\_\_

- Owner:** if the bidder is an individual
- Partner:** if the bidder is a partnership
- Officer:** if the bidder is a corporation

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

20\_\_\_\_\_. \_\_\_\_\_ (Notary Public)

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

PROVIDENCE HOUSING AUTHORITY

ATTACHMENT E

**VENDOR DISCLOSURE AGREEMENT**

Entity Completing Form: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

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

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change order, or individual transactions in an aggregate of \$3,000, shall provide to the Procurement Office a written disclosure of any conflicts of interest that may exist.

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

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

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

Name(s) of Individual:

Address(es) of Individual:

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

\_\_\_\_\_  
Printed Name:

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

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

PROVIDENCE HOUSING AUTHORITY

ATTACHMENT F

**FAIR EMPLOYMENT PRACTICE STATEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

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

20\_\_\_\_\_. \_\_\_\_\_ (Notary Public)

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



PROVIDENCE HOUSING AUTHORITY

ATTACHMENT G

CONTINGENT FEES STATEMENT

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

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

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

And further Affiant sayeth not.

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

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

20\_\_\_\_\_. \_\_\_\_\_ (Notary Public)

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

PROVIDENCE HOUSING AUTHORITY

ATTACHMENT H

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

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

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

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_. \_\_\_\_\_ (Notary Public)

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

PROVIDENCE HOUSING AUTHORITY

**APPENDIX A**

**Sample PHA Service Contract**

**PROVIDENCE HOUSING AUTHORITY**  
**AGREEMENT FOR SERVICES**  
**CONTRACT NO XX-XXX**

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

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

**ARTICLE 1. Statement of Work.**

The Contractor shall furnish all labor, materials, and services to perform \_\_\_\_\_ for the Authority at \_\_\_\_\_ location(s) \_\_\_\_\_ the City of Providence in accordance with: all applicable HUD rules and regulations, Part II – Additional Terms and Conditions, the Authority’s Request for Proposal, dated \_\_\_\_\_, and the Contractor’s Proposal, dated \_\_\_\_\_, all of which are hereby incorporated by reference and made a part hereof.

The specific deliverables are: \_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 2. The Contract Price.**

The Authority shall pay the Contractor for the satisfactory-to-PHA performance of this entire contract, in current funds, subject to additions and deductions as provided herein, the \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_).

**ARTICLE 3. Method of Payment.**

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

**Billing Address:** Providence Housing Authority, 100 Broad Street, Providence, RI 02903; email invoices to: [Finance@provhousing.org](mailto:Finance@provhousing.org)

**ARTICLE 4. Time of Performance.**

Managed Cyber Security Services will commence on or about \_\_\_\_\_ and shall be completed on or before **XX/XX/XXX**.

**ARTICLE 5. Contract Documents.**

The Contract shall consist of the following component parts:

- A. This Instrument

## PROVIDENCE HOUSING AUTHORITY

- B. Part II – Additional Terms and Conditions
- C. Request for Proposal dated **XX/XX/XXX**
- D. Broker's Proposal dated **XX/XX/XXX**
- E. HUD-required forms
- F. State of RI required forms
- G. Parties' Addendum, if applicable

### **ARTICLE 6. Additional Compliance.**

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

- Federal and State Confidentiality, Privacy and Data Security;
- Title VII of the Civil Rights Act of 1964;
- The Pregnancy Discrimination Act;
- The Equal Pay Act of 1963;
- The Age Discrimination in Employment Act of 1967;
- Title I of the Americans with Disabilities Act of 1990;
- Sections 102 and 103 of the Civil Rights Act of 1991;
- Sections 501 and 505 of the Rehabilitation Act of 1973;
- The Genetic Information Nondiscrimination Act of 2008; and
- Executive Order 11246 as Amended, including Parts I through IV.

Vendors, Non-Affiliated Third Parties, and Contractors shall implement and maintain reasonable data security procedures and practices appropriate to the size and scope of the organization, the nature of the information, and the purpose for which the information was collected to protect the Personal Information (PI) from Unauthorized Access, Use, Modification, Destruction, or Disclosure.

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

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

Witness:

**The Housing Authority of the City of Providence, RI**

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

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

Melissa Sanzaro,  
Executive Director  
100 Broad Street  
Providence, R.I. 02903

Witness:

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

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

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

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Address

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

[Corporate Seal]

# PROVIDENCE HOUSING AUTHORITY

## PART II - TERMS AND CONDITIONS

### 1. Breach of Agreement

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

### 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 setoff until such time as the exact amount of damages due the Authority from the Contractor is determined.

### 4. Termination for Convenience of Authority

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

### 5. Changes

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

# PROVIDENCE HOUSING AUTHORITY

## 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 the services required hereunder will be performed by the Contractor or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

## 7. Anti-Kickback Rules

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

## 8. Withholding of Salaries

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

## 9. Claims and Disputes Pertaining to Salary Rates

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

## 10. Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees:

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

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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.

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 or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

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



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

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

### **19. Findings Confidential**

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

### **20. Royalties and Patents**

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

### **21. Examination and Retention of Contractor's Records**

- a. The Authority, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- b. The Contractor shall include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract", as used in this clause, excludes purchase orders not exceeding \$10,000.
- c. The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Authority, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims or exceptions.

### **22. Warranty of Title**

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

### **23. Insurance**

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

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- A. Workers' Compensation Insurance** in accordance with Rhode Island Worker's Compensation Laws for all employees engaged under this contract. Employer's Liability Coverage in the minimum amount of \$100,000 for each occurrence.
- B. Offeror's Professional and Commercial Liability Insurance.** Professional liability insurance coverage of at least \$1,000,000. Bodily injury and property damage combined single limit in the minimum amount of \$1,500,000 each occurrence, \$2,000,000 aggregate.
- C. Automobile Liability Insurance** on owned, non-owned and hired motor vehicles used on or in connection with the site(s) for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.
- D. Cyber Liability Insurance.** Should the Offeror's data, equipment and/or systems become compromised or breached, include in your proposal your Cyber Liability Insurance policy and state if it contains provisions for protecting the PHA from loss or damage; indicate if the coverage for the PHA includes:
- a. **Cyber Extortion Expenses.** Offeror or Offeror Insurer to pay all necessary costs and ransom fees for any cyber extortion. Is this covered? If so, please list specifics.
  - b. **Legal Expenses.** If our clients suffer a loss after a data breach, they may have grounds for legal action against the Offeror. Is this covered? If so, please list specifics.
  - c. **Notifying Clients.** Will your insurer notify each PHA client whose information may have been compromised? If covered, please provide specifics.
  - d. **Credit monitoring services.** Will your insurer offer clients credit monitoring services for a term of (1) one year thru a leading credit monitoring service? If so, please provide specifics.
  - e. **Marketing campaigns.** Will your insurer pay for a good-faith marketing campaign to help our business get back in the community's good graces? If so, what are the specific coverages, deductibles, and limits?

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

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

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## 24. Additional Provisions

### **Prohibition Against Gratuities:**

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

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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

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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.

### **Modification of Contract:**

Such Contract may be modified only by written amendment executed by all parties.

### **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 RFQ. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this RFQ.

### **Waiver:**

No waiver of any provision of such contract shall affect the right of the PHA thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.