

## Request for Proposals (RFP) No. 2025-02 Answering Services

The Central Falls Housing Authority (CFHA) is seeking sealed proposals from independent Consultants/Contractors with demonstrated professional competence and experience in providing ANSWERING SERVICES.

All responses to the RFP must be enclosed in a sealed envelope and labeled as follows: Answering Services, Due Date and Time: June 9, 2025 10:00am. (EST). The RFP response must be addressed to: The Central Falls Housing Authority, Attn: Bridgett M. Duquette, 30 Washington Street Central Falls, RI 02863.

This Request for Proposals (RFP) contains submission requirements, scope of services, period of services, terms and conditions and other pertinent information for submitting a proper and responsive proposal. Prospective proposers desiring any explanation or interpretation of the solicitation must request it at least seven (7) calendar days before the RFP submittal deadline. The request must be addressed to Executive Director Bridgett M. Duquette, at the address stated above. Any information given to a prospective proposer about this solicitation will be furnished to all other prospective proposers as a written amendment to the solicitation.

Late submissions will not be accepted. Submissions received prior to the opening will be held in confidence until the opening. Submissions will be evaluated on the criteria stated in the RFP. After evaluation of the responses, the Contract will be awarded to the proposer/s representing the "Best Value" to CFHA after preferences for Section 3 business concerns are considered. The resulting Contract may be funded through Section 3 covered assistance and, as such, will be subject to Section 3, 24 CFR Part 135. CFHA and its affiliated entities reserve the right to reject all submissions.

The Request for Proposals can be obtained online at [www.cfhousing.org](http://www.cfhousing.org).

Notice: Contact with members of the CFHA Board of Commissioners, or CFHA officers and employees other than the contact person shown above, by any prospective Proposer, after publication of the RFP and prior to the execution of a contract with the successful Proposer(s) could result in disqualification of your proposal. In fairness to all prospective Proposer(s) during the RFP process, if the CFHA meets in person with anyone representing a potential provider of these services to discuss this RFP other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to ensure no Proposer has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

The Central Falls Housing Authority Central Falls, Rhode Island

By: Bridgett M. Duquette, Executive Director

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## RFP INFORMATION AT A GLANCE

CFHA Contact Person	Bridgett M. Duquette, bridgettd@cfhousing.org
How to Obtain the RFP Documents	1. <a href="http://www.cfhousing.org">www.cfhousing.org</a> 2. Via email request to: giannad@cfhousing.org
How to Fully Respond to this RFP	Submit 3 copies of proposal to the CFHA the format as described under item 5.0, Form of Proposal. Use the Form of Proposal checklist (Attachment A)
Date Issued	March 31, 2025
Q & A Deadline	
RFP Submittal Return & Deadline	June 9, 2025   10 AM
Anticipated Award Date	June 16, 2025

## REQUEST FOR PROPOSAL

### 1.0 GENERAL INFORMATION:

1.1 Statement of Purpose: The Central Falls Housing Authority (CFHA) is seeking proposals from qualified, licensed, and bonded entities to provide Answering Services.

The term of the service agreement (Contract) will begin approximately July 1, 2025 with four (4) one (1) year renewal options. Renewal Options must be agreed to in writing by both parties.

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

1.3 Proposer's Responsibilities-Contact with CFHA: It is the responsibility of the proposer to address all communication and correspondences pertaining to this RFP process to only Bridgett M Duquette at [bridgettd@cfhousing.org](mailto:bridgettd@cfhousing.org). Proposers must not make inquiry or communicate with any other CFHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for CFHA to not consider a proposal submittal received from any proposer who has not followed this directive. During the RFP solicitation process, the CFHA will not conduct any ex parte conversations which may give one prospective proposer an advantage over other prospective proposers.

1.4 Type of Contract resulting from RFP: Firm Fixed Pricing

### 2.0 CFHA'S RESERVATION OF RIGHTS:

2.1 CFHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by CFHA to be in its best interests.

2.2 CFHA reserves the right not to award a contract pursuant to this RFP.

2.3 CFHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 14 days written notice to the successful proposer(s).

2.4 CFHA reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.

2.5 CFHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 90 days after the deadline for receiving proposals without the written consent from the CFHA.

2.6 CFHA reserves the right to negotiate the fees proposed by all proposers. If such negotiations are not, in the opinion of CFHA's Contract and Procurement Specialist successfully concluded within a reasonable timeframe as determined by CFHA, CFHA shall retain the right to end such negotiations.

2.7 CFHA reserves the right to 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.

2.8 CFHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

2.9 CFHA reserves the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective proposer further agrees that he/she will inform CFHA's Contract and Procurement Specialist in writing within five (5) days of the discovery of any item that is issued thereafter by CFHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve CFHA, but not the prospective proposer, of any responsibility pertaining to such issue.

2.10 CFHA reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on CFHA's website [www.cfhousing.org](http://www.cfhousing.org). Such changes that are issued before the proposal submission deadline shall be binding upon all prospective proposers. It is the responsibility of the proposer to ensure all addenda have been received.

2.11 In the case of rejection of all proposals, CFHA reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of CFHA, the best interest of CFHA will be promoted.

2.12 CFHA 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.

2.13 CFHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to CFHA, if:

2.13.1 Funding is not available,

2.13.2 Legal restrictions are placed upon the expenditure of monies for this category.

2.13.3 CFHA's requirements in good faith change after award of the contract.

2.14 CFHA reserves the right to make an award to more than one proposer based on ratings and to award with or without negotiations or a best and final offer (BAFO).

2.15 CFHA reserves the right to require additional information from all proposers to determine level of responsibility. Such information shall be submitted in the form required by CFHA within two (2) days of written request.

2.16 CFHA reserves the right to amend the contract any time prior to contract execution.

2.17 CFHA reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this RFP and any resulting contract.

2.18 CFHA reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the proposer regardless of their inclusion in the reference section of the proposal submittal.

2.19 In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, CFHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.

### 3.0 CONDITIONS TO BID:

3.1 Pre-Qualification of Proposers: Prospective proposers will not be required to prequalify to submit a proposal. However, all proposers will be required to submit adequate information showing the proposer is qualified to perform the required work (i.e. Vendor Registration Form (Attachment E). Failure by the prospective proposer to provide the requested information may, at CFHA's discretion, eliminate that Proposer from consideration, provided that all Proposers were required to submit the same information.

#### 3.2 RFP Forms, Documents, Specifications and Drawings:

3.2.1 Prior to submitting a proposal in response to the RFP, it shall be each prospective proposer's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP.

3.2.2 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all the exact details of the work. They are intended to illustrate the

character and extend of the performance desired under the proposed contract and may be supplemented or revised from time to time.

3.2.3 Catalogs, brand names or manufacturer's references where provided are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless specified otherwise. If proposing other than references, proposal submittal shall show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of products offered must be included in the proposal submittal. Failure to take exception to specifications or referenced data will require Contractor to furnish specified brand names, numbers, etc.

### 3.3 Submission and Receipts by CFHA:

3.3.1 Time for Receiving Proposals: Proposals received prior to the proposal submittal deadline shall be securely kept, unopened, by CFHA. Executive Director, whose duty it is to open such proposals, will decide when the specified time has arrived. No proposal received after the designated deadline shall be considered.

3.3.1.1 Proposers are cautioned that any submittal that is time stamped as being received by CFHA after the exact time set as the deadline for the receiving of proposals shall not be considered. Any such proposals inadvertently opened shall be ruled to be invalid. No responsibility will be attached to CFHA or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

3.3.1.2 A total of three copies, shall be placed unfolded in a sealed package with the proposer's name and return address and addressed as follows:

Answering Services

June 9, 2025 | 10 AM

Central Falls Housing Authority

30 Washington Street

Central Falls, RI 02863

3.3.2 Withdrawal of Proposals: Proposals may be withdrawn as detailed within Section 6 of Form HUD-5369-B, Late Submissions, Modifications and Withdrawal of proposals. Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been received and opened.

3.3.2.1 Procedure to withdraw proposal submittal: A request for withdrawal of a proposal due to a purported error need not be considered by CFHA unless filed in writing by the proposer within 48 hours after the proposal deadline. Any such request shall contain a full explanation of any purported error and shall, if requested by CFHA, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and was prepared by the proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as CFHA retains the right to accept or reject any proposed withdrawal for a mistake.

#### 3.4 Exceptions to Specifications:

3.4.1 A prospective proposer may take exception to any of the proposal documents or any part of the information contained therein, by submitting, in writing to the CFHA Contract and Procurement Specialist, at least seven (7) days prior to the proposal submission deadline, a complete and specific explanation as to what he/she is taking exception. Proposed alternate documents or information must also be included. CFHA reserves the right to agree with the prospective proposer and issue a revision to the applicable RFP requirements, or may reject the prospective proposer's request.

3.4.2 When taking exception, prospective proposers must propose services that meet the requirements of the RFP documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by the CFHA officers not already listed within the RFP documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

#### 4.0 FORM OF PROPOSAL:

4.1 The proposal shall be submitted in the following manner. Failure to submit the proposal in the manner specified may result in a premature opening of, post- opening of, or failure to open and consider that proposal, and may, at the discretion of the CFHA, eliminate that proposer from consideration for award.

4.2 Required Forms: All required forms furnished by CFHA as a part of the RFP document issued shall, as instructed, be fully completed, and submitted by the proposer. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the proposer must "edit" the form back to its original



form (for example, signature lines must appear on the page which the line was originally intended)

**All proposals submitted in response to this RFP shall be formatted in accordance with the sequence noted below (Tab 1 through Tab 10).**

4.2.1 Tab 1, Form of Proposal: This Form is attached hereto as (Attachment B) to this RFP document. This one-page Form must be fully completed and submitted under this tab as a part of the proposal submittal. The proposed fee section of this form will be intentionally left blank in the proposal submittals.

4.2.2 Tab 2, Proposal Fee Sheet: This Form is attached hereto as (Attachment C) to this RFP document. This one-page Form shall be fully completed, including acknowledgement of any addendum issued.

4.2.3 Tab 3, Proposer's Certification: This Form is attached hereto as (Attachment E) to this RFP document. This one-page Form must be fully completed and submitted under this tab as a part of the proposal submittal.

4.2.4 Tab 4, HUD Forms: These Forms are attached hereto as (Attachment D) to this RFP document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

4.2.5 Tab 5, Vendor Registration Form: The Vendor Registration Form is attached hereto as (Attachment L) to this RFP document. This two-page form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal by the Proposer and each subcontractor.

4.2.6 Tab 6, Client Information: The proposer shall submit three former or current clients, preferably other than the CFHA, for whom the proposer has performed similar or like services to those being proposed herein. The list shall, at a minimum, include for each reference:

4.2.6.1 The client's name.

4.2.6.2 The client's telephone number and address,

4.2.6.3 Description of services provided to the client, and

4.2.6.4 Date of services

4.2.6.5 Documentation of recent projects and completed projects

4.2.7 Tab 7, Joint Venture/Subcontractors: The proposer shall identify hereunder (Attachment J) if this proposal is a joint venture or partnership with another entity. Please remember that all information required from the proposer under the proceeding tabs must also be included for any joint venture or partner. One entity

must be designated as the primary contact for the joint venture or partnership in the proposal. Proposers must also provide CFHA with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and supplier intended to be utilized by the Proposer to perform the services requested in this RFP. Proposer must realize that the actual usage of the subcontractor will be contingent upon the CFHA's prior written approval, and Proposer remains responsible to CFHA for all services and goods provided pursuant to this RFP and any resulting contract.

If no joint venture exists or subcontractors will not be utilized, please provide this statement, "NO JOINT VENTURE/ NO SUBCONTRACTORS", in this section.

4.2.8 Tab 8, Section 3 Business Documentation: Proposers are required to submit a utilization plan outlining their efforts to employ qualified Section 3 businesses or persons. FAILURE TO PROVIDE A SECTION 3 PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE. In addition, any proposer claiming a Section 3 Business Preference, shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as (Attachment F, G & H) and any documentation required by that form. Please include all supporting documentation with the proposal.

Supporting documentation includes but is not limited to income tax returns for low-income employees for which proposer is seeking the preference, verification of total number of full-time employees, names, addresses of low-income residents who are proposers' employees. Note: If you qualify as a Section 3 Business Concern, your proposal will receive a preference over other proposals.

4.2.9 Tab 9, Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan: (ATTACHMENT I) The proposer is required to include hereunder a plan to assist CFHA in its responsibility to foster the development of small and historically under-utilized business enterprises. All subcontracting opportunities should be outlined here. FAILURE TO PROVIDE S/W/MBE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.

4.2.10 Tab 10, Other Information: The proposer may also include hereunder any other general information that the proposer believes is appropriate to assist the CFHA in its evaluation. If no pertinent information is to be placed under this tab, please place Hereunder a statement that "NO INFORMATION IS BEING PLACED HEREUNDER."

4.3 Tabbed Proposal Submittal: CFHA intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Bid" basis. Therefore, so that CFHA can properly evaluate the proposals received, all proposals submitted in response to this RFP

must be formatted in accordance with the sequence noted below. Each category must be separated by numbered index dividers and the number on the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference noted below. None of the proposed services may conflict with any requirement CFHA has published herein or has issued by addendum.

## 5.0 PROPOSAL EVALUATION:

5.1 Proposal Opening Results: It is understood by all proposers/prospective proposers that the proposals are not publicly opened, and the results will be a matter of public record. When the CFHA has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results, the CFHA shall notify the successful proposer.

5.1.1 All proposal documents submitted by the proposers are generally a matter of public record unless information is deemed to be proprietary.

5.2 Evaluation: Each proposal submittal will be evaluated based upon the following information and criteria:

5.2.1 Initial Evaluation-Responsiveness: Each proposal received will first be evaluated for responsiveness (i.e., meeting the minimum requirements as stated in the RFP).

5.2.2 Evaluation-Responsibility: The CFHA shall select a minimum of a three-person panel, using the criteria established below, to evaluate each of the proposals submitted in response to this RFP to determine the proposer's level of responsibility. The CFHA will consider capabilities or advantages that are clearly described in the proposal that may be confirmed by oral presentations, site visits, demonstrations, and references contacted by the CFHA. All proposals would be evaluated as to their overall value to the CFHA.

5.2.3 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer will be excluded from participation on the CFHA's evaluation panel. Similarly, all persons having ownership interest in and/or contract with a proposer will be excluded from participation on the CFHA's evaluation panel.

5.2.4 Evaluation Criteria: The evaluation panel will use the following criteria to evaluate each proposal:

No.	Points	Criteria Description
1	20 PTS	Experience, Qualifications and Past Performance: Describe the company's past record of performance for similar accounts for which your company has provided services. Include a short description of the services, active dates of the service

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		and client contact name and phone number for each reference. Highlight specific experience in the areas of 24-hour answering services.
2	30 PTS	Cost: Monthly recurring cost as well as any additional charges that may be included.
3	20 PTS	Project Management Ability: Organization structure with number and qualifications of key staff members for answering calls, taking, and relaying messages, as well as dispatch capabilities for emergencies.
4	20 PTS	Management Plan: Vendor's plan for answering calls, taking, and relaying messages, dispatching capabilities for emergencies, as well as plan for integrating with our software program for work orders.
5	10 PTS	Quality Control: Methods and measures that will be taken to monitor employees' performance, as well as methods of resolutions for any deficiencies found.
6	5 PTS	Vendor may qualify for Section 3 status for an additional 5 points. Please see Section 3 sections of the RFP for more details on qualifying for Section 3 status.
7	105	Total Points Possible

5.2.5 Competitive Range: Once a competitive range is established from the proposals submitted, CFHA reserves the right to require Proposers within the competitive range to make a presentation to the evaluation committee. Presentations, if requested, shall be a factor in the award recommendation.

5.2.6 Burden of Proof: If requested by CFHA, it shall be the responsibility of the proposer(s) to furnish CFHA with sufficient data or physical samples, within a specified time, so that CFHA may determine if the goods or services offered conform to the specifications.

### 5.3 Mistake in Proposal Submitted:

5.3.1 Unless otherwise prohibited within the RFP documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at the CFHA's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the CFHA Contract and Procurement Specialist, for review. This mistake must be corrected before the issuance of any contract documents. Such correction shall not operate to give any proposer an advantage over another.

### 5.4 Irregular Proposal Submittal: A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at the CFHA's discretion, be reason for rejection:

5.4.1 If the forms furnished by the CFHA are not used or are altered or if the proposed costs are not submitted as required and where provided.

5.4.2 If all requested completed attachments do not accompany the proposal submittal.

5.4.3 If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.

5.4.4 If the proposer adds any provisions reserving the right to accept or reject any award or to enter a contract pursuant to an award.

5.5 Disqualification of Proposers: Any one or more of the following shall be considered as sufficient for the disqualification of a prospective proposer and the rejection of his/her proposal:

5.5.1 Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as proposers or proposers for any future work with the CFHA until such participant shall have been reinstated as a qualified bidder or proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

5.5.2 More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).

5.5.3 Lack of competency, lack of experience and/or lack of adequate machinery and/or other resources.

5.5.4 Unsatisfactory performance record as shown by past work for the CFHA or with any other local, state, or federal agency, judged from the standpoint of workmanship and progress.

5.5.5 Incomplete work, which in the judgment of the CFHA, might hinder or prevent prompt completion of additional work, if awarded.

5.5.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding.

5.5.7 Failure to comply with any qualification requirements of the CFHA.

5.5.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by the CFHA) who will be employed by the successful proposer(s) to complete the work of the proposed contract.

5.5.9 As required by the RFP documents, failure of the successful proposer to be properly licensed by the City, County and/or the State of Rhode Island and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable. If a proposer receives an award unless otherwise waived in the Contract, the Contractor will be

required to provide an original Certificate of Insurance confirming the following minimum requirements to CFHA within 10 days of contract signature:

5.5.10 Any reason to be determined in good faith, to be in the best interests of the CFHA.

5.6 Award of Proposal(s): The successful proposer shall be determined by the top rated responsive and responsible proposer as determined by the evaluation process and presentations detailed above and any further negotiations, provided his/her proposal is reasonable and within budget, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of the CFHA, to the bests interests of the CFHA to accept the proposal after preferences for Section 3 business concerns are considered.

## 6.0 RIGHT TO PROTEST:

6.1 Rights: Any prospective or actual proposer, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators' judgments as to the number of points scored are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

6.1.1 An alleged aggrieved "protestant" is a prospective proposer or proposer who feels that he/she has been treated inequitably by the CFHA and wishes the CFHA to correct the alleged inequitable condition or situation. To be eligible to file a protest with CFHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e. recipient of the RFP documents) when the alleged situation occurred. CFHA has no obligation to consider a protest filed by any party that does not meet these criteria.

6.1.2 Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of the CFHA's procurement policy. Any protest against a CFHA solicitation must be received before the due date for receipt of bids or proposals and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Executive Director who shall issue a written decision and findings to the Contractor within 30 days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within 30 days of receipt of the written decision. Appeals which are

not timely filed will not be considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the example below:

APPEAL OF RFP ANSWERING SERVICES

ATTN: Bridgett M. Duquette

Central Falls Housing Authority

30 Washington Street

Central Falls, RI 02863

7.0 DISPUTES UNDER THE CONTRACT:

7.1 Procedures: In addition to the procedures detailed within Form HUD-5370-C Section I and II, in the event that any matter, claim, or dispute arises between the parties, whether or not related to this RFP or any resulting contract, both parties shall be subject to nonbinding mediation if agreed to by both parties within thirty days of either party making a request in writing. The parties further agree that if the matter, claim, or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after selection of the arbitrator.

8.0 ADDITIONAL CONSIDERATIONS

8.1 Escalation: This is a Firm Fixed Price Contract with no escalation provisions.

8.2 Required Permits and Licenses: Unless otherwise stated in the RFP documents, all Federal, State or local permits and licenses which may be required to provide the services ensuing from any award of this RFP, whether or not they are known to either the CFHA or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful proposer and all offers submitted by the proposer shall reflect all costs required by the successful proposer to procure and provide such necessary permits or licenses.

8.3 Taxes: All persons doing business with CFHA are hereby made aware that the CFHA is exempt from paying Rhode Island State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

8.4 Government Standards: It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, state and federal law concerning

safety (OSHA) and environmental control (EPA and Stark County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful proposer shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given to the successful proposer for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.

8.5 Estimated Quantities: Unless otherwise indicated, the quantities reflected within the RFP documents, to the best of the CFHA's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by CFHA under the finalized contract; but, pursuant to all RFP documents, these quantities will be used only as calculation figures to determine the successful proposer. CFHA makes no guarantee as to the actual quantity that will be purchased under the Contract resulting from this RFP.

8.6. The services provided under the contract shall conform to all information contained within the RFP documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

8.7 The liability of the successful proposer to the CFHA (except as to title) arising out of the furnishing of services/goods under the terms of the contract shall not exceed the correcting of the defect(s) in the services/goods provided under the contract, and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose. However, this limitation does not preclude the CFHA from seeking indirect, consequential, incidental exemplary, and liquidated damages.

8.8 Official, Agent and Employees of the CFHA Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of CFHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

8.9 Subcontractors: Unless otherwise stated within the RFP documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the CFHA Contract and Procurement Specialist. Also, any substitution of subcontractors must be approved in writing by CFHA prior to their engagement.

8.10 Salaries and Expenses Relating to the Successful Proposers Employees: Unless otherwise stated within the RFP documents, the successful proposer shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment



taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer further agrees to comply with all Federal, State, and local Prevailing Wage Maintenance Wage Decision and all licensing laws applicable to its employees or other personnel furnished under this agreement.

8.11 Independent Contractor: Unless otherwise stated within the RFP documents or the contract, the successful proposer is an independent contractor. Nothing herein shall create any association, agency, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

8.12 Severability: If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

8.13 Waiver of Breach: A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

8.14 Time of the Essence: Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a material breach, and the CFHA may pursue compensatory and/or liquidated damages under the contract.

8.15 Limitation of Liability: In no event shall CFHA be liable to the successful proposer for any indirect, incidental, consequential, or exemplary damages.

8.16 Indemnity: The Contractor shall indemnify and hold harmless the CFHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any personal injury or property damage received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor, AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CFHA. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF THE CFHA.

Contractor shall indemnify and hold harmless CFHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, but only to the extent caused by the negligent acts or omissions of Contractor, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

8.17 Public/Contracting Statutes. CFHA is a governmental entity as that term is defined in the procurement statutes. CFHA and this RFP and all resulting contracts are subject to federal, state, and local laws, rules, regulations and policies relating to procurement.

8.18 Termination: Any contract resulting from this RFP may be terminated under the following conditions:

8.18.1 By mutual consent of both parties, and

8.18.2 For Termination for Cause: As detailed within Form HUD-5370-C Section I and II, attached hereto:

8.18.2.1 The CFHA may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from CFHA, fails to correct such failures within seven (7) days or such other period as CFHA may authorize or require.

8.18.2.1.1 Upon receipt of a notice of termination issued from CFHA, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by CFHA in the notice of termination.

8.18.2.1.2 CFHA may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

8.18.3 Termination for Convenience: In the sole discretion of the Contracting & Procurement Specialist, the CFHA may terminate any and all contracts resulting from this RFP in whole or part upon fourteen (14) days prior notice to the Contractor when it is determined to be in the best interest of the CFHA.

8.18.4 The rights and remedies of the CFHA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

8.18.5 In the event the resulting contract from this RFP is terminated for any reason, or upon its expiration, the CFHA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to the CFHA any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

8.19 Examination and Retention of Contractor's Records: The CFHA, HUD, or Office of Inspector General of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment under all contracts executed as a result of this RFP, 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 audits, examinations, excerpts and transcriptions.

8.20 Invoicing (If applicable):

8.20.1 Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/ her proposal or best and final offer as accepted by the CFHA and may not invoice until all work is completed and accepted by the CFHA.

8.20.2 Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, date of service, and address of service location or delivery address.

8.20.3 Upon the Award of Contract, Contractor shall receive a request from CFHA to process all payments electronically to insure prompt and efficient payment of all invoices.

8.20.4 Invoices shall be sent to the following address:

The Central Falls Housing Authority  
Finance Department  
30 Washington Street  
Central Falls, RI 02863

8.21 Inter-local Participation

8.21.1 CFHA may from time to time enter Inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance CFHA's

purchasing power. At CFHA's sole discretion and option, CFHA may inform other Entities that they may acquire items listed in this RFP. Such acquisition(s) shall be at the prices stated herein and shall be subject to Contractor's acceptance.

8.21.2 In no event shall the CFHA be considered a dealer, remarketer, agent or other representative of Contractor or Entity. Further, the CFHA shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder and shall not be obligated or liable for any such order.

8.21.3 Purchase orders shall be submitted to Contractor by the individual Entity.

8.21.4 CFHA shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than the CFHA.

8.22 Right to data and Patent Rights: The CFHA shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of any resulting contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

8.23 Lobbying Certification: By proposing to do business with the CFHA or by doing business with CFHA, each proposer certifies the following:

8.23.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of 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 any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

8.23.2 If any funds other than Federally 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 "Disclosure Form to Report Lobbying", in accordance with its instructions.

8.23.3 The successful proposer shall require that the language of this certification be included in the award documents for all sub awards at all tiers, (including but not limited to subcontractors, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

8.23.4 This clause is a material misrepresentation of fact upon which reliance will be placed when the award is made, or a contract is entered. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

8.24 Executive Order 11061: Both parties agree that they will comply with this order, which directs the Secretary of HUD to take all action, which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

8.25 Public Law 88-352, Title VI of the Civil Rights Act of 1964, and its amendments: Both parties agree that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. CFHA hereby extends this requirement to the Contractor and its subcontractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. Seq.).

8.26 Age Discrimination Act of 1975 and its amendments: Requires the Contractor to prohibit discrimination based on age.

8.27 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.) and its amendments: CFHA requires Contractors to comply with this law.

8.28 Copy Rights/Rights in Data CFHA has unlimited rights to any data, including computer software, developed by the Contractor in the performance of the Contract specifically:

8.28.1 Except as provided elsewhere in this clause, CFHA shall have unlimited rights in data first produced in the performance of this Contract; form, fit, and function data delivered under this Contract; data delivered under this Contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this

Contract; and all other data delivered under this Contract unless provided otherwise for limited rights data or restricted computer software.

8.28.2 Contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this Contract, unless provided otherwise in this contract; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this contract; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this contract; and establish claim to copyright subsisting in data first produced in the performance of this Contract to the extent provided below.

8.28.3 For data first produced in the performance of this Contract, the contractor may establish, without prior approval of the Contract and Procurement Specialist, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this Contract. The Contractor grants CFHA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of CFHA.

8.28.4 The Contractor shall not, without the prior written permission of the Contract and Procurement Specialist, incorporate in data delivered under this Contract any data not first produced in the performance of this Contract and which contains copyright notice, unless the Contractor identifies such data and grants the CFHA a license of the same scope as identified in the preceding paragraph.

8.28.5 The CFHA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this Contract are improperly marked, the CFHA may either at its discretion return the data to the Contractor or cancel or ignore the markings.

8.26.6 The Contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the Contractor's obligations under this Contract.

8.28.7 Notwithstanding any provisions to the contrary contained in the Contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this Contract, and irrespective of whether any such contract has been proposed prior to the award of this Contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the Contractor agrees that the CFHA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software

delivered under this Contract. The terms and conditions of any resulting contract, including any commercial lease or licensing contract, shall be subject to the following procedures.

8.28.7.1 The restricted computer software delivered under a resulting contract may not be used, reproduced, or disclosed by the CFHA except as provided below, or as expressly stated otherwise in a resulting contract. The restricted computer software may be used accordingly:

8.28.7.1.1 Used or copied for use in or with the computers for which it was acquired, including use at any CFHA location to which such computer may be transferred.

8.28.7.1.2 Used or copied for use in or with backup computer if any computer for which it was acquired is inoperative.

8.28.7.1.3 Reproduced for safekeeping (archives) or backup purposes.

8.28.7.1.4 Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in a resulting contract; and

8.28.7.1.5 Used or copied for use in or transferred to a replacement computer.

8.29 Additional Information: Each provision of law and each clause, which is required by law to be inserted in this RFP or any contract, shall be deemed to have been inserted herein, and this RFP and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The fore-mentioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.

8.30 Conflicting Conditions: In the even there is a conflict between the documents comprising this RFP and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: all attached HUD forms and the term/conditions in the body of any resulting contract; (2) the RFP; and (3) Contractor's

Response. If a conflict exists between any state statute, or federal law the most restrictive terms shall apply.

8.31 Interpretations: No official oral interpretation can be made to any proposer as to the meaning of any instruction, condition, specifications, drawing (if any), or any other document issued pertaining to this RFP. Every request for an official interpretation shall be made by the prospective proposer, in writing at least seven (7) days prior to the submission deadline. Official interpretations will be issued in the form of addenda, which will be posted on [www.cfhousing.org](http://www.cfhousing.org); but it shall be the prospective proposer's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the RFP documents and the proposed contract with the successful proposer and all proposers shall be bound by such addenda, whether received by the prospective or successful proposer(s).

8.32 Contract Form: The CFHA will not execute a contract on the successful proposer's form. Contracts will only be executed on CFHA's form. By submitting a proposal, the successful proposer agrees to this condition. However, CFHA will consider any contract clauses that the proposer wishes to include therein, but the failure of CFHA to include such clauses does not give the successful proposer the right to refuse to execute CFHA's contract form. It is the responsibility of each prospective proposer to notify CFHA, in writing, with the proposal submittal of any contract clauses that he/she is not willing to include in the final executed contract. CFHA will consider such clauses and determine whether to amend the Contract.

8.33 Immigration Reform: By submitting a proposal Contractor certifies compliance with the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986 who will perform any labor or services under any resulting contract.

8.34 Most Favored Customer: The Contractor agrees that if during the term of any resulting contract, the Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, the resulting Contract will at CFHA's option, be amended to accord equivalent advantage to CFHA.

8.35 Fair Labor Standards Act: Both parties hereby agree to comply with the provisions of the Fair Labor Standards Act (29 U.S.C. 201, et seq.).



**ATTACHMENT A**  
**SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

## SCOPE OF WORK

Central Falls Housing Authority (CFHA) is seeking quotes from qualified, licensed Contractor with demonstrated competence and experience to furnish all labor and materials necessary to provide **24 hour answering service for incoming calls and dispatching emergencies and other work order calls**. Includes Saturday, Sunday, Government observed holidays and unscheduled office closures.

The Central Falls Housing Authority (CFHA) currently manages 327 units at Wilfrid and Forand Manor and 9 units of Affordable Housing within the City of Central Falls.

Contractor to provide a multilingual live operator using auxiliary aids and services, including TTYs and all forms of FCC-approved telecommunications relay systems, including internet-based relay system to ADA regulations.

Contractor to communicate effectively with CFHA tenants and Maintenance Staff for expedient and efficient delivery of work order repairs.

Contractor will need to identify appropriate responses from pre-determined list provided by the CFHA, contact CFHA staff as necessary, and make follow-up contact as needed.

The CFHA will forward the work order telephone number to the 800-number provided by the awarded Contractor.

Contractor will be needed to dispatch all emergencies maintenance issues immediately of receiving phone call. CFHA to provide Contractor established procedures of what qualifies as emergency work.

Contractor to email all non-emergency work order within 15 minutes of receiving phone call.

Contractor to maintain CFHA customized answering service protocols and response methods, unless changes are authorized by the CFHA Executive Director, Maintenance Manager or PH Manager.

**ATTACHMENT B**  
**Form of Proposal**

## FORM OF PROPOSAL – Attachment B

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed proposal submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer’s Statement as noted below. Submit one (1) unbound original and one (1) electronic copy (either CD or flash drive) of the following documents:

<u>X</u>	<u>TAB #</u>	<u>Documents Required in Submittal</u>	<u>RFP Attachment</u>	<u>Page #</u>
	1	Form of Proposal (checklist and Section 3 Statement)	B	27
	2	Proposal Fee Sheet	C	29
	3	Proposers Certification	E	37
	4	HUD Forms 5369-B and HUD 5369-C (fully executed)	D	31
	5	Vendor Registration Form and W-9 (if not registered)	L	52
	6	Client Information	N/A	
	7	Joint Venture/Subcontractors	J	49
	8	Section 3 Business Documentation	F, G, H	39 - 44
	9	Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan	I	47
	10	Other Information	N/A	

### SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES \_\_\_\_ or NO \_\_\_\_ If “YES,” pursuant to the documentation justifying such submitted under Tab No. 8, which priority are you claiming?

\_\_\_\_ Category I

\_\_\_\_ Category II

\_\_\_\_ Category III

\_\_\_\_ Category IV

**ATTACHMENT C**  
**PROPOSAL FEE SHEET**

## PROPOSAL FEE SHEET

**C1.0 Cost for 24/7 Answering Services - See attached**

**CFHA Property Listing Sheet**

**C1.1 Total Monthly Cost** \_\_\_\_\_

**C2.0 HUD Form Acknowledgement**

**C2.1 HUD 5369-B** \_\_\_\_\_ **Date** \_\_\_\_\_

**C2.2 HUD 5369-C** \_\_\_\_\_ **Date** \_\_\_\_\_

**C3.0 Addenda Acknowledgements (if applicable)**

**C3.1 Addendum #1** \_\_\_\_\_ **Date** \_\_\_\_\_

**C3.2 Addendum #2** \_\_\_\_\_ **Date** \_\_\_\_\_

**C3.3 Addendum #3** \_\_\_\_\_ **Date** \_\_\_\_\_

**C3.4 Addendum #4** \_\_\_\_\_ **Date** \_\_\_\_\_

**C4.0 Company Name/Contact Information**

**C4.1 Company Name** \_\_\_\_\_

**C4.2 Address** \_\_\_\_\_

**C4.3 Phone** \_\_\_\_\_

**C4.4 Email** \_\_\_\_\_

**C4.5 Authorize Agent Signature** \_\_\_\_\_

**C4.6 Authorize Agent Name (Printed)** \_\_\_\_\_

## **ATTACHMENT D**

### **HUD FORMS**

**HUD Form 5369-B Instructions to Offerors**

**HUD Form 5369-C Certifications & Representations**

**ATTACHMENT E**  
**PROPOSERS CERTIFICATION**



## Proposer's Certification

By signing below, Proposer certifies that the following statements are true and correct:

1. He/she has full authority to bind Proposer and that no member of Proposer's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
2. Items for which Proposer's were provided herein will be delivered as specified in the RFP,
3. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
4. Proposer agrees that this RFP submittal shall remain open and valid for at least a period of 90 days from the date of the RFP Opening and that this RFP submittal shall constitute an offer, which, if accepted by CFHA and subject to the terms and conditions of such acceptance, shall result in a contract between CFHA and the undersigned Proposer,
5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this RFP.
6. Proposer, nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Rhode Island or the Federal Antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business,
7. Proposer has not received compensation for participation in the preparation of the specifications for this RFP,
8. **Non-Collusive Affidavit:** The undersigned party submitting this Proposer hereby certifies that such submittal is genuine and not collusive and that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any Proposer or person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other Proposer, to fix overhead, profit or cost element of said proposal price, or that of any other Proposer or to secure any advantage against CFHA or any person interested in the proposed contract; and that all statements in said proposal are true.
9. He/she has full authority to bind Proposer and that no member of Proposer's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency, and the individual or business entity named in this proposal is eligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
10. **Lobbying Prohibition:** The P r o p o s e r agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

SIGNED: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

\_\_\_\_\_  
(Print Company Name) (Company Phone & Fax & Email Address)

\_\_\_\_\_  
(Seal if by Corporation) Date: \_\_\_\_\_

**ATTACHMENT F**  
**SECTION 3 CLAUSE**

## SECTION 3 CLAUSE

*This affidavit must display an original signature and notary seal.*

Business Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Business Phone: \_ \_ \_ \_ \_ Fax Number: \_\_\_\_\_

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
8. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. **The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135,** and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 2(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 2(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference

in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I certify that I have read the above information and understand the Section 3 requirements and numerical goals.

**NOTARIZATION:** (Only sign in the presence of a Notary Public)

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

before me appeared \_\_\_\_\_ acknowledging that he/she has read and understands the Section 3 requirements and numerical goals set forth.

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

\_\_\_\_\_  
Commission Expiration

Notary Seal

**ATTACHMENT G**  
**SECTION 3 BUSINESS SELF-CERTIFICATION**  
**(OPTIONAL)**

## SECTION 3 BUSINESS SELF-CERTIFICATION

*Optional, only to be submitted by those Businesses seeking to be Section 3 Certified.*

Business Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Contractor's License: Class      A      B      C      N/A      License Number: \_\_\_\_\_

Business License Number: \_\_\_\_\_ Federal ID Number: \_\_\_\_\_

Type of Business: \_\_\_\_\_

### Types of Section 3 Business Enterprises

Please check "Yes" or "No". If you answer "Yes" to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

1. Is fifty-one percent (51%) of your business owned by a Section 3 resident\*; or

Yes      No

2. Are at least thirty percent (30%) of your full time employees persons that are currently Section 3 residents\*, or within three (3) years of the date of first employment with the business concern were Section 3 residents\*; or

Yes      No

3. Can you provide evidence, as required, of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs?

Yes      No

**Verification** - The Company hereby agrees to provide, upon request, documents verifying the information provided on this form.

**I declare and affirm, under penalty of law, that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.**

\_\_\_\_\_  
Signature of Business Owner or Authorized Representative

\_\_\_\_\_  
Date

\*Section 3 resident is: 1) Resident of Public and Indian Housing; or 2) Resident of the Metropolitan Area or Non-Metropolitan County that meet the definition of Low and Very Low Income.

**ATTACHMENT H**  
**PREFERENCE FOR SECTION 3 BUSINESS**  
**CONCERNS**

## PRIORITIES & PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES (REFERENCE)

**Section 3 Priorities:** CFHA has established the following Section 3 Priorities (as defined by 24 CFR §135.36). If any of the priority applies, the Bidder shall identify said priority on the Bid Fee Sheet (**Attachment C**). CFHA may request additional documentation from any Bidder claiming a Section 3 priority.

### **Priority I**

Business concerns that are fifty-one percent (51%) or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

### **Priority II**

Business concerns whose workforce includes thirty percent (30%) of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

### **Priority III**

Business concerns that are fifty-one percent (51%) or more owned by residents of any other housing development or developments.

### **Priority IV**

Business concerns whose workforce includes thirty percent (30%) of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were Section 3 residents of any other public housing development.

### **Priority V**

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

### **Priority VI**

Business concerns that are fifty-one percent (51%) or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

### **Priority VII**

Business concerns that subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to Section 3 business concerns.

**Section 3 Preference:** HUD authorizes within 24 CFR 135 that CFHA may make award to qualified Section 3 business concerns with the highest priority ranking and the lowest responsive bid if:

- The bid is within the maximum total contract price established by CFHA; and
- The bid is not more than "x" higher than the total bid price of the lowest responsive bid from any responsible bidder. "x" is determined below:



When the lowest responsive bid is	"x" = lesser of:
Less than \$100,000	10% of that bid or \$9,000
At least \$100,000 but less than \$200,000	9% of that bid or \$16,000
At least \$200,000 but less than \$300,000	8% of that bid or \$21,000
At least \$300,000 but less than \$400,000	7% of that bid or \$24,000
At least \$400,000 but less than \$500,000	6% of that bid or \$25,000
At least \$500,000 but less than \$1 million	5% of that bid or \$40,000
At least \$1 million but less than \$2 million	4% of that bid or \$60,000
At least \$2 million but less than \$4 million	3% of that bid or \$80,000
At least \$4 million but less than \$7 million	2% of that bid or \$105,000
\$7 million or more	1.5% of the lowest responsive bid with no dollar limit.

If no responsive bid by a Section 3 business concern meets the aforementioned requirements, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

**ATTACHMENT I**  
**SMALL BUSINESS (SWMBE) UTILIZATION PLAN**

## SMALL BUSINESS (SWBE) UTILIZATION PLAN

**H1.0 Instructions:** The Bidder shall include hereunder a plan to assist CFHA in its goal to establish participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in CFHA prime contracts and subcontracting opportunities. Contractors must make a good faith effort to subcontract with said companies. Opportunities to subcontract with said companies should be listed here. **If compliance cannot be obtained, the Bidder is required to provide written documentation with the bid as to why he/she could not obtain such participation.** Attach additional sheets if more space is needed.

## H2.0 Small Business (SWMBE) Utilization Plan:

[illegible]

**ATTACHMENT J**  
**LIST OF SUBCONTRACTORS/JOINT VENTURE**  
**INFORMATION**

## LIST OF SUB-CONTRACTORS/JOINT VENTURE

### J1.0 Subcontractors

**J1.1 Will this project have sub-contractors? (Check One)**    \_\_\_    **Yes**    \_ \_ \_    **No**

**J1.1.1** If "Yes", proceed to J1.2. If "No", proceed to J2.0.

**J1.2 Instructions:** Please list all sub-contractors (including contact information) that will be working on any projects resulting from this contract. Each subcontractor should provide: Contractor Profile Form. Attach additional pages if needed.

#### J1.2.1 List of Subcontractors

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

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

E-Mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Documentation Attached:            Yes            No

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

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

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

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Documentation Attached:            Yes            No

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

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

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

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Documentation Attached:            Yes            No

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

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

E-Mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Documentation Attached:            Yes            No

## J2.0 Joint Venture

**J2.1 Will this project be a joint venture? (Check One)**    ☐ ☐ ☐ ☐ Yes    ☐ No

**J2.1.1** If "Yes", proceed to J2.2. If "No", no additional information is needed for this tab.

**J2.2 Instructions:** Please list all companies involved in the joint venture (including contact information). Each company should provide: Vendor Registration Forms & W-9, Contractor Profile Form, and Section 3 Paperwork. Attach additional pages if needed.

### J2.2.1 List of Joint Venture Companies

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

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

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

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Documentation Attached:

*Note: Usage of a sub-contractor will be contingent upon CFHA's prior written approval.*

**ATTACHMENT L**  
**CFHA VENDOR REGISTRATION FORM**

# VENDOR REGISTRATION FORM

## **GENERAL INFORMATION** (All fields required except Fax#)

Vendor Name: \_\_\_\_\_ Legal Name W9: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Fax#: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Signature & Title: \_\_\_\_\_

Number of Years Company has been in Service: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Taxpayer Identification Number or Social Security Number: \_\_\_\_\_

## **BUSINESS CLASSIFICATION** (Select all that apply must select at least 1)

☐ Individual/Sole Proprietorship

☐ Partnership

☐ Joint Venture

☐ Not-for-Profit

☐ Corporation

☐ Other

☐ Resident Owned Business

## **FOR INTERNAL USE ONLY:**

For Operations:

Staff Requesting: \_\_\_\_\_ Date: \_\_\_\_\_

For Accounting Dept.:

Finance Staff: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Review: \_\_\_\_\_ Date: \_\_\_\_\_

Vendor code: \_\_\_\_\_



# VENDOR REGISTRATION FORM

## **ECONOMIC INCLUSION** (Select all that apply; at least 1 must be selected)

Certifying documentation or a notarized declaration must be provided to CFHA to prove status:

- |  |   |
|--|---|
| <input type="checkbox"/> Not Applicable                | <input type="checkbox"/> Disabled Owned   |
| <input type="checkbox"/> Small Business Enterprise     | <input type="checkbox"/> Veteran Owned  |
| <input type="checkbox"/> Women Owned (at least 51%)    | <input type="checkbox"/> Section 3 Business Concern ( <a href="#">What is this?</a> ) |
| <input type="checkbox"/> Minority Owned (at least 51%) |   |

## **TYPE OF BUSINESS /SERVICES OFFERED:**

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**PLEASE SEND ALL INVOICES TO:**

**EMAIL: [BEVERLYB@CFHOUSING.ORG](mailto:BEVERLYB@CFHOUSING.ORG) OR**

**MAIL: 30 WASHINGTON STREET CENTRAL FALLS, RI  
02863**

# VENDOR REGISTRATION FORM

## **REFERENCES** (Must enter 3 references)

Please provide references (within the last 12 months) for the services or goods that your business provides:

Company:

Contact Name:

Phone:

Physical Address:

E-mail:

Company:

Contact Name:

Phone:

Physical Address:

E-mail:

Company:

Contact Name:

Phone:

Physical Address:

E-mail:

## **DISCLAIMER**

*The completion and submission of the Vendor Registration Form does not guarantee any minimum or maximum amount of work for a Vendor. It simply means that a Vendor is registered to conduct business with CFHA as opportunities are made available. At that time, the Vendor may have the opportunity to submit a bid, quote or proposal. Likewise, the submission of a bid, quote or proposal does not guarantee any Vendor the right to an award as all procurement activity conducted by CFHA must be in full compliance with the following regulations:*

- 2 CFR 200
- HUD Procurement Handbook 7460.8 REV 2
- CFHA 's Procurement Policy and Procedures

***You must submit a W-9 Form and a copy of your insurance certificate***