

WARREN HOUSING AUTHORITY



Warren Housing
Authority

It Takes a Village

Request for Proposals LAUNDRY ROOM SERVICES AND EQUIPMENT

Proposal Opening: Friday, February 10, 2023 10:00AM

**Proposal Opening Location:
Warren Housing Authority
20 Libby Lane, Warren, RI 02885**

**Contact:
Michael J. Abbruzzi
Executive Director
401-245-7019 ext. 10**

20 Libby Lane • Warren, RI 02885 • Phone: 401-245-7019 • Fax: 401-245-1392

WARREN HOUSING AUTHORITY



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It Takes a Village

Request for Proposals Laundry Room Equipment and Services

Notice is hereby given that Warren Housing Authority, Warren, Rhode Island hereinafter called the "Owner" or "WHA", will receive sealed proposals "**Laundry Room Equipment and Services**", at Kickemuit Village, Warren Housing Authority, Warren, Rhode Island.

Kickemuit Village is a public housing development comprised of eight (8) housing buildings containing one hundred fifty-three (153) units and one (1) administrative office. All applicants must be familiar with and compliant with all State and Local required permits and licensing applicable to this type of service.

Interested parties are invited to submit Proposals in sealed envelopes labeled "**Laundry Room Equipment and Services**". The sealed Proposals shall be received before 10:00AM, local time, on Friday, February 10, 2023 to the Warren Housing Authority. Proposals received after the above time will not be accepted. Warren Housing Authority reserves the right to reject any or all Proposals.

Due to the recent COVID-19 outbreak, the Warren Housing Authority is taking steps to minimize potential exposure. The office is closed until further notice. Until further notice, all processes and communications will be completed by mail and/or email. Sealed Proposals may be submitted via USPS mail or via the Document Drop-Box located in the Main Office vestibule at 20 Libby Lane, Warren, RI.

Proposal specifications will be available on or after January 11, 2023 on Warren Housing Authority's website at <https://www.warrenhousing.org/request-for-proposal-opportunities/> or by email request to Michael Abbruzzi, Executive Director, at mabbruzzi@warrenhousing.org.

Individuals requesting interpreter services for the hearing impaired must notify the Warren Housing Authority at **(401) 245-7019** seventy-two (72) hours prior to the bid opening.

"Warren Housing Authority is an Equal Employment Opportunity/Affirmative Action Employer"

Michael J. Abbruzzi

Executive Director

Warren Times Gazette: January 11, 2023

Solicitation Number: 20230111

State of Rhode Island: Division of Purchases

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Request for Proposal Laundry Room Equipment and Services

Project:

The Warren Housing Authority (WHA) is accepting proposals from qualified vendors to provide and install new laundry room equipment, provide preventative maintenance services, repair services (as needed), fee collection services and a full customer service program for tenants using the laundry room equipment.

Property Address:

Kickemuit Village 20 Libby Lane, Warren, RI 02885

Estimated Term of Service:

Year 1: March 1, 2023 – February 28, 2024

Year 2: March 1, 2024 – February 28, 2025

Year 3: March 1, 2025 – February 28, 2026

Year 4: The WHA, at its discretion, may extend the contract for an additional two-year term.

Included In this bid package:

- Request for Proposal
- Scope Of Work
- Attachments:
 - Attachment A: Agreement for Services {sample to be signed by winning vendor}
 - Attachment B: Proposal Submission Form
 - Attachment C: Laundry Room Equipment & Cost Breakdown
 - Attachment D: Company Profile
 - Attachment E: Client References
 - Attachment F: Fair Employment Practice Statement
 - Attachment G: Contingent Fees Statement
 - Attachment H: Non-Collusive Affidavit
 - Attachment I: Certification for Contracts, Grants, Loan and Cooperative Agreement

Specification Information:

Qualification specifications will be available on or after January 11, 2023 on Warren Housing Authority's website at <https://www.warrenhousing.org/request-for-proposal-opportunities/> or by email request to Michael Abbruzzi, Executive Director, at mabbruzzi@warrenhousing.org.

Pre-Bid Meeting:

A pre-bid meeting is not scheduled for this RFP due to COVID social distancing policy. Please direct all questions to Michael J. Abbruzzi at 401-245-7019 ext. 10 or mabbruzzi@warrenhousing.org.

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Request for Proposal Laundry Room Equipment and Services

Proposal Due Date:

- Friday, February 10, 2023, by 10:00 AM

**Proposals received after the date/time stated above will not be considered. **

Proposal Submission Information:

The Warren Housing Authority is not responsible for bids not properly submitted.

Potential offerors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.

Use the below as a checklist for Proposal Submission.

- Letter of Interest
- Attachment B: Proposal Submission Form
- Attachment C: Laundry Room Equipment & Cost Breakdown
- Attachment D: Company Profile
- Attachment E: Client References
- Attachment F: Fair Employment Practice Statement
- Attachment G: Contingent Fees Statement
- Attachment H: Non-Collusive Affidavit
- Attachment I: Certification for Contracts, Grants, Loan and Cooperative Agreement

Interested parties are invited to submit Proposals in sealed envelopes labeled “Laundry Room Equipment and Services”. The sealed proposals shall be received before 10:00AM, local time, on Friday, February 10, 2023 to the Warren Housing Authority. Proposals received after the above time will not be accepted. Warren Housing Authority reserves the right to reject any or all proposals.

Sealed Proposals may be submitted via USPS mail or via the Document Drop-Box located in the Main Office vestibule at 20 Libby Lane, Warren, RI 02885.

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Request for Proposal Laundry Room Equipment and Services

Building Information:

Building Name:	Address:	# Units:	Washers:	Dryers
A	20 Libby Lane	12	1	1
B	20 Libby Lane	18	1	1
C	20 Libby Lane	18	1	1
D	20 Libby Lane	18	1	1
E	20 Libby Lane	17	1	1
F	20 Libby Lane	16	1	1
G	20 Libby Lane	15	2	2
H	20 Libby Lane	38	2	2

All dryers are electric; 240 Volts**

General Information:

- The contractor shall be fully responsible for the total laundry services (except for the provision of space, utilities, and routine housekeeping) including service, repair/maintenance regardless of cause, parts, vandalism, clothing claims, and insurance.
- The selected contractor shall provide and maintain machines such that continuous service is always available. Continuous service shall be defined as an adequate amount of fully operational machines at each property.
- The selected contractor shall not increase costs (to tenants) for use of machines during year two. Cost increase in year three shall not exceed: .50 cents.
- Machines must be those as specified in the equipment section of the RFP.
- New equipment must be installed within 48 hours of the removal of existing equipment.
- The WHA shall review and approve, in writing, the equipment to be installed prior to installation.
- The WHA reserves the right to determine the number, general type, and quality of machines to be installed in each location.
- The WHA reserves the right to require additional machines be installed at existing or new locations as needed and as conditions indicate.
- During the period of this contract, or any extension thereof, the WHA reserves the right to add or delete specific services and/or locations at the properties. The contractor will be given fourteen (14) days' notice in writing, to effect requested changes.
- The WHA will provide and maintain all utility service, water (Hot/Cold), sewer waste lines, and electric to the best of its ability. Any alterations to the utilities supplies will be the responsibility of the WHA.
- Appropriate connection to outlets, couplings, and hardware for utility use shall be provided by the WHA.
- The WHA shall not be responsible for losses caused by utility shortages, unforeseen circumstances, and/or natural disasters, lack of tenant participation, pandemic, or any other cause.
- The WHA will provide regular housekeeping in the laundry room area and the removal of trash from the laundry room areas.

Personnel:

- All employees of the Contractor, subcontractors, or other representatives shall be skilled in the type of work for which they are employed on the project and shall work under the direction of a competent superintendent.
- Should the WHA deem anyone employed in the work incompetent or unfit for their duties, the Contractor shall remove such employee from the work and shall not reemploy them on work within the WHA on this project or any other project without written permission from the WHA. Contractor shall select and employ the replacement personnel.

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Request for Proposal Laundry Room Equipment and Services

- The Contractor, its employees, subcontractors, or other representatives must wear identifying company uniform and employee badge while working on the WHA properties.
- Contractors may be required to submit to the WHA a sample of his/her ID badge prior to signing a contract.
- All personnel shall be neat in appearance and shall conduct their work in a professional manner.

Licensees & Permits:

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

Site Safety & Precautions:

- All work performed pursuant to this Contract must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- Contractor shall supply all safety or warning signs, equipment, plastic covers, barricades, and any other specialty items that may be required.
- The Contractor shall provide adequate protection for all persons and all WHA personnel within the working area or approaches thereto and shall furnish and erect temporary barricades where necessary.

Keys & Access:

- Contractors will request building access by calling 401-245-7019 option 1, during and after business hours. No keys will be issued by the WHA to the contractor.

Insurance:

- The winning bidder will be required to provide a certificate of comprehensive liability / auto / workers compensation insurance listing the **WHA as an additional insured.**
- Liability coverage shall be a minimum of \$1,000,000 per occurrence.
- Automobile Liability Insurance shall be a minimum of \$250,000 per occurrence and a minimum of \$500,000 aggregate.
- Workers Compensation Insurance shall be provided in compliance with laws of Rhode Island.
- Contractor will maintain insurance throughout the course of this Contract.
- Proof of such coverage's must be presented to the WHA upon request.
- Failure to maintain insurance as required during the term(s) of this Contract shall constitute a material breach thereof.

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Request for Proposal Laundry Room Equipment and Services

Sub-Contracting:

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

Proposals:

- General abilities, as indicated by profiles of the principals and staffs' professional and technical competence
- Ability to provide professional services in a timely manner
- Past performance fulfilling requirements of contracts, including quality of work, cost control and compliance with performance schedules
- Capabilities & availability for providing qualified personnel to perform assigned tasks
- A certified statement that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or local agency

Proposal Contents and Format:

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

1. Letter of Interest (5%)

- ❖ The letter should: specify the proposer's interest in the Project; explain why the proposer feels it is best qualified to undertake this engagement.
- ❖ Provide detail information regarding the equipment and services they provide.
- ❖ Provide a brief history of your company and how long you have been in business.
- ❖ Provide an organizational chart indicating which individuals (and their positions) would have knowledge of the agreement with the WHA, the degree each person would be responsible for the WHA's account, and their decision-making authority.
- ❖ Vendor must list how long, after executing the contract, will they need to begin this project and how long it will take to install equipment at each location.

2. Implementation Plan (20%)

- ❖ A detailed plan of the proposed work plan and time frame to be up and running at each building.
- ❖ Installation of equipment.
- ❖ Preventative maintenance schedule.
- ❖ Service call procedures.
- ❖ Repair procedures.
- ❖ Fee collection schedule/Refund procedures.

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Request for Proposal Laundry Room Equipment and Services

- ❖ Reporting schedule- monthly basis for monies collected, refunds issued, repair calls, etc.
- ❖ Samples of your instructional materials for laundry services and samples of laundry room signage, 1-800 service number web address, service call procedures, refund instructions, etc.

3. Demonstrated Experience and Capacity in Similar Engagements (35%)

- ❖ The prior and current experience identified by the proposer in similar engagements.
- ❖ The proposer will provide contact information on three (3) current references (if possible, Housing Authorities, non-profit agencies, or governmental entities) from clients with similar engagements and provide a brief description of the role the proposer played in each engagement.
- ❖ The Proposer will complete and submit the Company Profile, Attachment A, as part of this proposal.

4. Cost & Licensing Proposals (40%)

- ❖ **Licensing Fee Proposal --** (Fee paid to WHA)
WHA requests detailed licensing fee on monthly basis that contractor will pay to WHA for use of space. Use the form included in RFP marked, "Proposal Submission Form".
- ❖ **Detailed cost proposal** – Cost to Tenants for use of laundry equipment.
Use the form included in RFP marked, "Equipment and Cost Breakdown".

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The Warren 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.
- Reserves the right not to award a contract pursuant to this RFP.
- Reserves the right 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).
- Reserves the right to determine days, hours, and locations that the successful proposer(s) shall provide services called for in this RFP.
- Reserves the rights to retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent of the WHA.
- Reserves the right to negotiate the fees proposed by the proposer entity.
- 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 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.
- 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.
- Does not guarantee that a contract will be awarded as a result of this Request for Proposal.

Terms and Conditions:

The following shall be essential terms and conditions of any agreement resulting from this solicitation:

- **Termination.** The **WHA** shall have the right to terminate the Agreement at any time and reserves the right to terminate this Agreement for its convenience. Such termination shall be accomplished by written notice delivered to the Contractor. The Contractor shall have no claim for loss of anticipated profits or any additional compensation.
- **Breach of Agreement.** If the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner or if it shall violate any of the terms of this Agreement, the **WHA** 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.

Notwithstanding the above, the Contractor shall not be relieved of liability to the **WHA** for damages sustained by virtue of any breach by the Contractor.

- **Modification of Agreement.** Such Agreement 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 such Agreement shall hold itself out in a manner contrary to the terms of this RFP. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this RFP.
- **Waiver.** No waiver of any provision of such Agreement shall affect the right of the **WHA** thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- **Prohibition Against Gratuities and Kickbacks.**
 - **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

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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.

- **Kickback.** 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.
- **Indemnification.** The Contractor shall agree to indemnify and hold the **WHA**, its officers, agents and/or employees harmless from and against any and all lawsuits, damages and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed and/or threatened against the WHA, its officials, agents and/or employees for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of the Contractor and/or the Contractor's servants, agents and/or employees.
- **Assignment-Consent Required.** The provisions of such Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Such Agreement 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 WHA. 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 WHA may contract with or reimburse any such assignee without waiving any of its rights against the Contractor.
- **Entire Agreement.** Such Agreement 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 Agreement 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.

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Scope of Work Laundry Room Equipment and Services

Anticipated Dates of Work:

- The exact start date of the project has yet to be defined; anticipated start March 10, 2023.
- The Winning Vendor should be prepared to install new machines in all sites on March 10, 2023.
- The WHA anticipates that it will initially award a contract for the period of three (3) years with an option, at the WHA's discretion, to add an additional two-year term.
- The WHA does not guarantee any minimum or maximum use of equipment / proceeds.

Equipment List Per Building:

Building Name:	Address:	# Units:	Washers:	Dryers
A	20 Libby Lane	12	1	1
B	20 Libby Lane	18	1	1
C	20 Libby Lane	18	1	1
D	20 Libby Lane	18	1	1
E	20 Libby Lane	17	1	1
F	20 Libby Lane	16	1	1
G	20 Libby Lane	15	2	2
H	20 Libby Lane	38	2	2

Dryers are electric; 240 Volts**

General Information:

- The WHA seeks responses from qualified entities/organizations to provide full-service laundry room services, including, but not limited to: **card operated** equipment, equipment installation, fee collections, refunds, maintenance, and 24/7 customer service for tenants.
- The Contractor shall provide, install, operate, and maintain all equipment, machinery, tools, supplies, and other materials necessary in conducting the contractor's business on the WHA's premises at the contractor's sole cost and expense.
- All vending and other equipment for operating and maintaining laundry vending machines remain the sole and exclusive property of the contractor.
- The selected contractor shall, at all times, maintain an adequate staff of operational personnel for a timely and competent maintenance of the equipment provided as well as administrative support and preventative maintenance.
- The contractor shall maintain a record of regular and emergency maintenance service calls and submit to the WHA quarterly (by the 20th of March, June, Sept, Dec.).
- An account representative must supervise all installations, monitor the ongoing services, and work cooperatively in the developments and report all issues on a quarterly basis to ensure the WHA's needs are met.
- The contractor and its agents and employees shall have the right to use only those WHA facilities which are necessary to perform service under the contract and shall have no right of access to any other WHA facility.

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Scope of Work Laundry Room Equipment and Services

Equipment Installation:

- The contractor is required to provide all NEW washers and dryers necessary to meet demand and as illustrated above.
- The equipment is required to be in accordance with the highest standards and commercial practices.
- All washers and dryers are to be front loading, high efficiency, and commercial quality/grade.
- Each Laundry room should have at least one (1) ADA accessible machine.
- All models are to be white.
- All machines supplied pursuant to these specifications shall be installed and operational.
- All equipment shall include proper connection attachments (i.e., power supply cords, hoses, couplings, etc.) to make factory-approved installations to the WHA's provided utilities.
- The contractor is responsible for having all dryers properly hooked up and connected to the existing room ventilation system. Rigid steel or aluminum flex coil venting must be used to accommodate all dryers.
- The contractor shall assume complete responsibility for damages to the WHA's premises and property when installing/fixing any machine.
- The contractor shall be responsible for obtaining, and keeping current, all permits, licenses, taxes and insurance on its machines and operations.
- At the time of installation, repairs, and whenever machines are replaced, the contractor shall at its sole expense remove all trash/waste.
- The contractor's name shall appear prominently on each machine.
- The required equipment shall be maintained throughout the life of the contract, free and clear of liens, mortgages, and encumbrances.

Signage and Contact Information:

- The contractor shall provide and install prominent and professional signage in each laundry room containing concise instructions for use of machines.
- The contractor shall provide and install prominent and professional signage in each laundry indicating a 1-800 service number, website, and or mobile application for tenant's use and the procedures for reporting malfunctioned machines & requesting refunds.
- The contractor must be able to provide all signage in multiple languages and Braille, if needed, to accommodate any visually impaired resident.
- Each machine shall have the vendor's name prominently displayed.
- Each machine shall be numbered and visible in a prominent location on the machine.

Service and Maintenance:

- The contractor will have the right to enter on the premises where said equipment is located for the purpose of inspecting, maintaining, repairing or fee collection.
- Service Times/Days: Monday – Friday 8:00 AM to 3:30 PM.
- All technicians/employees assigned to a job at the WHA must be properly uniformed with the firm's logo along with prominently displayed nametags and/or identification.
- A list of technicians/employees assigned to routinely perform service and repairs must be submitted to WHA.
- The contractor shall guarantee all service and repairs will be performed by a factory authorized service technician.
- Service shall be provided by full-time employees of the contractor.
- Non-Emergency Service Calls shall be responded to within 48 hours, excluding weekends and holidays.

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Scope of Work Laundry Room Equipment and Services

- Emergency Service Calls shall be responded to within 8 hours; emergencies include but are not be limited to the following: fire, flood, multiple equipment failures for any reason in a given laundry room.
- All laundry equipment shall be repaired and maintained throughout the contract period in good working condition satisfactory to the WHA.
- No washing or drying machine shall remain inoperable, in part or entirely, after notification by the WHA to the contractor more than three (3) working days. Any washer or dryer machine not restored to full operation within three (3) working days shall be replaced immediately by the contractor with fully functional equipment.
- Contractor shall, at the WHA's request, replace any washer or dryer that has five or more malfunction calls within a thirty-day period.
- Replacement machines shall be new or reconditioned machines no more than two (2) years old.
- All replacement equipment throughout the contract shall be of equal service quality and capacity.
- The contractor shall maintain a preventative maintenance program and regular replacement of worn, damaged, or malfunctioning equipment.
- The WHA will perform periodic inspections on machines/equipment to make sure the contractor is providing the services required in this RFP.
- The contractor shall be responsible for proper cleaning of dryer vents, to prevent a fire hazard, not less than **twice per year** as set forth by a pre-determined service schedule calendar agreed upon by the contractor and WHA. This shall include venting from the dryer to the point of termination.
- Contractor shall completely clean the laundry machines at least one (1) time per quarter, including but not limited to vents, traps, louvers, tubs, etc.
- The contractor shall submit quarterly maintenance/cleaning reports to WHA.

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Attachment A: Agreement for Services

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FORM OF CONTRACT WARREN HOUSING AUTHORITY

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this ____ day of March 2023 by and between _____, hereinafter called the "Contractor" and **Warren Housing Authority**, a public body and a body corporate and politic, existing under the General Laws of the State of Rhode Island hereinafter called the "Authority" or "WHA":

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, appliances and services to _____ as stated by Contractor in its ____ day of _____ 2023 Proposal for the Authority in accordance with all applicable HUD rules and regulations, of which are hereby incorporated by reference and made a part hereof.

ARTICLE 2. The Contract Price.

A condition precedent to consummating this contract shall be the successful and timely installation and proper working order of brand-new washers and dryers, as approved in writing by the _____ WHA Manager. So long as this condition precedent is met to the Authority's reasonable satisfaction, the Authority shall permit the Contractor to keep its new appliances for the agreed-upon initial timeframe so long as Contractor remits monthly revenues to the WHA, based upon documented usage per month and documented agreed-upon percentage of monthly revenues paid to the WHA per the Contractor's proposal for services dated ____ day of _____ 2022.

A condition of this contract shall be that Contractor's appliances' performance and Contractor's service and maintenance of same shall meet WHA residents' reasonable satisfaction. This satisfaction shall be determined by the Authority, based on verified input from residents using appliances, and shall not be unreasonably withheld.

ARTICLE 3. Method of Payment.

Every month, Contractor shall provide detailed ledgers to the Authority that truthfully show all revenues and bona fide expenses, as a condition precedent to Contractor keeping their agreed-upon portion of said revenues. Monthly payments from Contractor to the WHA shall constitute ____% (____ percent) of _____ income received by Contractor / said appliances for each WHA location.

The Contractor shall be issued a request to enroll in Automatic Direct Deposit as the preferred means of payment by the Warren Housing Authority.

Mailing Address: Warren Housing Authority, ATTN: Executive Director, 20 Libby Lane, Warren, RI 02885; invoices can be emailed to mabbuzzi@warrenhousing.org

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ARTICLE 4. Time of Performance.

Installation of new equipment by Contractor will commence on or about ____ day of _____ 2023 and shall be completed on or before ____ day of _____ 2023. **Completion** is defined as all equipment installed and working properly. A liquidated damages fee payable to the WHA of \$____ per day shall be paid by Contractor to the WHA for each day beyond the above completion date, if installation is not completed on time.

Term of Contract shall be _____ (____) years, unless terminated by the Authority as noted in this Contract and/or in its Terms and Conditions.

ARTICLE 5. Contract Documents. The Contract shall consist of the following component parts:

- a. This Instrument
- b. Part II – Additional Terms and Conditions
- c. Warren Housing Authority Request for Proposal dated _____
- d. Contractor's Proposal & Bid Form dated _____
- e. HUD-required forms
- f. State of RI required forms
- g. Certificates of Insurance

ARTICLE 6. Additional Compliance.

Contractor shall comply with all pertinent Federal, state, and municipal laws and regulations, 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.

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THIS INSTRUMENT, together with the other documents enumerated in Articles 1 and 5, constitute the entire agreement between the parties and shall not be modified except in writing signed by both parties to the agreement. If any provision in any component part of this Contract conflicts with any provision of any other component part, the provision required by HUD, and/or the 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:

Warren Housing Authority

By: _____

By: _____

Michael J. Abbruzzi,
Executive Director
20 Libby Lane
Warren, RI 02885

Witness:

Vendor Name

By: _____

By: _____

Vendor Signatory Name and Address

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]

By: _____

WARREN HOUSING AUTHORITY

PART II - TERMS AND CONDITIONS

1. Termination of Contract for Cause.

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his 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.

Notwithstanding 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.

2. 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 as provided herein, the Contractor will be paid an amount which 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 of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which 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, Section 1 hereof relative to termination may apply, or Section 2 (this provision) may apply; to be determined by the Authority at its sole discretion.

3. Changes.

The Authority may, from time to time, request changes in the scope of services of 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.

4. Personnel:

- a. The Contractor represents that he has, or will secure at his 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 his 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.

5. 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

WARREN HOUSING AUTHORITY

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.

6. 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 hereby 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.

7. 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 with respect thereto.

8. Equal Employment Opportunity.

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

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

9. 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 he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

10. 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.

11. 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 his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and

WARREN HOUSING AUTHORITY

omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. 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.

13. 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.

14. 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.

15. 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.

16. Interest of Contractor.

The Contractor covenants that he presently has 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 his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

17. 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.

18. 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.

19. 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 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

WARREN HOUSING AUTHORITY

involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- b. The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract", as used in this clause, excludes purchase orders not exceeding \$10,000.
- c. The periods of access and examination in paragraphs (a) and (b) above for records relating to (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.

20. 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.

21. 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 which are financially responsible and authorized to do business in the State of Rhode Island.

- a. Workers' Compensation in accordance with Rhode Island Worker's Compensation Laws for all employees engaged under this contract.
- b. Commercial General Liability which is comprehensive general Liability insurance with bodily injury and property damage. The minimum amount of required coverage is \$1,000,000 per occurrence. The policy shall cover all operations of the contractor in connection with the project including use of all equipment, hoists, and vehicles on the project site.
- c. Automobile Liability on owned, non-owned and hired motor vehicles used on or in connection with the site(s) for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.
- d. The certificates of insurance noted in paragraphs (a) and (b) shall indicate that the policy holder has added the Authority as an additional insured. Within ten days of Award of work, Contractor shall provide the WHA with a copy of the actual Insurer's policy endorsement evidencing it has added the WHA as an additional insured on Contractor's policy(ies).
- e. Hold Harmless and Indemnification. Nothing in this Agreement shall be construed to mean that Warren 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 equipment and/or operations. Contractor shall be solely responsible for supervising all of its own, and its sub-contractors, operations, and equipment, including but not limited to losses arising from the willful and/or negligent actions of its own and its sub-contracted staff. Contractor shall provide whatever attendant personnel, warning signage, barriers, and/or other controls and cautions that may be required or desirable to assure safe operation and completion of the work. Contractor shall at all times be solely responsible and liable for the safe and proper operation of any equipment used in connection with the work. Except to the extent caused by the negligence of the Housing Authority, Contractor shall indemnify, protect and save 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 and/or equipment. Contractor agrees, at its own expense, to 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 with respect to the subject of indemnity contained herein.

WARREN HOUSING AUTHORITY

The terms and conditions of this provision shall survive the term/period of performance of this Agreement.

22. Warranty of Construction.

- a. In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, materials, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated), from the date of final acceptance of the work. If the WHA/IHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of ____ (one year unless otherwise indicated), from the date that the WHA/IHA takes possession.
- b. The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to WHA/IHA-owned or controlled real or personal property when the damage is the result of:
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material workmanship or design furnished by the Contractor.
- c. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for _____ (one year unless otherwise indicated) from the date of repair or replacement.
- d. The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- e. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the WHA/IHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- f. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the WHA/IHA; and,
 - (3) Enforce all warranties for the benefit of the WHA/IHA.
- g. In the event the Contractor's warranty under paragraph (a) of this clause has expired, the WHA/IHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- h. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the WHA/IHA nor for the repair of any damage that results from any defect in WHA/IHA furnished material or design.
- i. Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- j. This warranty shall not limit the WHA's/IHA's rights under the inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes, or fraud.

WARREN HOUSING AUTHORITY

Attachment B: Proposal Submission Form

WARREN HOUSING AUTHORITY

PROPOSAL SUBMISSION FORM

Project: Laundry Room Equipment & Services

Proposal Due: Friday, February 10, 2023, by 10:00 AM

COMPANY INFORMATION: {Print Vendor Name, Address and Email}:

TO:

Warren Housing Authority
20 Libby Lane
Warren, RI 02885

1. The undersigned, having become familiar with the local conditions affecting the cost of the work and with the specifications for providing, installing and maintaining laundry room equipment at various WHA sites in Warren, Rhode Island, including Bidding Requirements, Contract Documents, Drawings, Technical Specifications and Amendments, if any thereto, and on file at the office of the Authority, hereby proposes to furnish all labor, materials, equipment and services required to complete the work, as specified in the RFP, the undersigned's Response thereto, and all applicable contract documents pertaining to this procurement.

The Contractor shall **pay the WHA** on a monthly basis for the license herein granted. Payment will be a guaranteed minimum monthly amount, or a percentage of monies collected, whichever is greater.

Year One:

Monthly Commission Percentage Rate: _____% Or Minimum Dollar Amount: \$_____

Year Two:

Monthly Commission Percentage Rate: _____% Or Minimum Dollar Amount: \$_____

Year Three:

Monthly Commission Percentage Rate: _____% Or Minimum Dollar Amount: \$_____

Year Four: ** (If WHA exercises option to extended additional 1 year) **

Monthly Commission Percentage Rate: _____% Or Minimum Dollar Amount: \$_____

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

WARREN HOUSING AUTHORITY

2. In submitting this bid, it is understood that the right is reserved by the Authority to reject any and all bids and to waive any informalities in the bidding. If written notice of the acceptance of this bid is mailed, delivered, or emailed, to the undersigned within 60 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond and certificates of required insurance within ten (10) days after the contract is awarded to him.
3. Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.
4. The bidder represents that he () **has**, () **has not** participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by all pertinent Executive Orders including 10923, 1114, or 11246 or the Secretary of Labor: that he () **has**, () **has not**, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. The above representation need be submitted only in connection with contracts or subcontracts exceeding \$10,000.00.
5. Certification of Non-segregated Facilities. By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at a location, under his control, where segregated facilities are maintained. He certified further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities, provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00; that he will retain such certifications in his files; and that he will forward a notice to his proposed subcontractors as provided in the instructions to bidders.

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

Date

Address: _____

Name of Company

Name: _____

Title: _____

Signature: _____

Owner, if an individual

Partner, if a partnership

Officer, if a corporation and affix the corporate seal.

WARREN HOUSING AUTHORITY

Telephone:

Email:

Federal I. D. Number:

{Affix Corporate Seal here if applicable}

WARREN HOUSING AUTHORITY

Attachment C: Laundry Room Equipment & Cost Breakdown
Form

WARREN HOUSING AUTHORITY

EQUIPMENT AND COST BREAKDOWN

Project: Laundry Room Equipment & Services

Proposal Due: Friday, February 10, 2023, by 10:00 AM

COMPANY INFORMATION: {Print Vendor Name, Address and Email}:

All Bidders are to provide the below information. In addition to the list below, please provide manufacturers specification cut sheet for proposed equipment.

All equipment is to be coin, or card operated, high efficiency, commercial grade equipment.

Equipment Specification:

Standard Equipment:

Washer:

Brand Name: _____
Make: _____
Model: _____
Capacity: _____

Electric Dryer:

Brand Name: _____
Make: _____
Model: _____
Capacity: _____

ADA Equipment:

Washer:

Brand Name: _____
Make: _____
Model: _____
Capacity: _____

Electric Dryer:

Brand Name: _____
Make: _____
Model: _____

WARREN HOUSING AUTHORITY

Cost per Load of Laundry:

Year 1

Washer: \$ _____

Electric Dryer: \$ _____

Year 2

No Cost Increase

Year 3 (increase not to exceed .50 cents)

Washer: \$ _____

Electric Dryer: \$ _____

Year 4 ** (If WHA exercises option to extended additional 1 year) **

No Cost Increase

Date

Name of Bidder

Address:

Name: _____

Title: _____

Signature: _____

Owner, if an individual

Partner, if a partnership

Officer, if a corporation and affix the corporate seal

Telephone:

{Affix Corporate Seal here if applicable}

Email:

Federal I. D. Number:

WARREN HOUSING AUTHORITY

Attachment D: Company Profile Form

WARREN HOUSING AUTHORITY

COMPANY PROFILE

Company Name: _____

Address: _____

Phone: _____

Email: _____

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 & Year Established (if applicable); (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 and any other supervisory personnel that will work on the project and submit a brief resume for each. (Do not duplicate any resumes required above):

NAME TITLE _____

NAME TITLE _____

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 51% or more ownership and active management by one or more of the following:

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

WMBE Certification Number: _____

WARREN HOUSING AUTHORITY

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

Federal Tax ID No.: _____

State of Rhode Island License Type and No.: _____

Worker's Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

Professional Liability Insurance Carrier: _____

Policy No. _____ 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 Commissioner or Officer of the 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 Housing Authority discovers that any information entered herein is false, that shall entitle the Housing Authority to not consider nor make award or to cancel any award with the undersigned party.

Printed Name:

Signature:

Date:

Company Name:

Attachment E: Client References

WARREN HOUSING AUTHORITY

CLIENT REFERENCES

PLEASE PROVIDE ON A SEPARATE SHEET OF PAPER LABELED ATTACHMENT C, THREE (3) CLIENT REFERENCES. INFORMATION SHOULD INCLUDE:

Customer Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-mail Address: _____

A brief description of the vendor responsibilities for this client and the current status of such project(s).

WARREN HOUSING AUTHORITY

Attachment F: Fair Employment Practice Statement

WARREN HOUSING AUTHORITY

FAIR EMPLOYMENT PRACTICE STATEMENT AFFIDAVIT

STATE OF _____

COUNTY OF _____

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is _____ of _____ (Contractor) and that by its employment policy, standards and practices the Contractor 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, or handicapping condition.

Any further Affiant sayeth not.

Signature

Type/Print Name

Sworn to and subscribed before me on this _____ day of _____

NOTARY PUBLIC

My Commission Expires: _____

WARREN HOUSING AUTHORITY

Attachment G: Contingent Fees statement

WARREN HOUSING AUTHORITY

CONTINGENT FEES STATEMENT

State of _____

County of _____

In accordance with the Warren 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: _____

Sworn to and subscribed before me on this _____ day of _____, 20__

Notary Public

My Commission Expires: _____

WARREN HOUSING AUTHORITY

Attachment H: Non-Collusive Affidavit

WARREN HOUSING AUTHORITY

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ of _____, the Vendor that has submitted the attached Proposal:

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and not collusive or sham; that said vendor 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 communications or conference, with any person, agreed to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Warren Housing Authority or any person interested in the proposed contract; and that all statements in said proposal of bid are true; and;

(4) Any professional fees arrived at during negotiations must be fair and proper and are not to be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Professional or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

Title

Sworn to and subscribed before me on this _____ day of _____, 20____

Notary Public

My Commission Expires: _____

WARREN HOUSING AUTHORITY

Attachment I: Certification for Contracts, Grants, etc.

WARREN HOUSING AUTHORITY

CERTIFICATION FOR CONTRACTS, GRANTS, LOAN AND COOPERATIVE AGREEMENT

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons, for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, 20_____

By: _____
(Signature of Authorized Official)

(Signature of Authorized Official)

Sworn to and subscribed before me on this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____