

INVITATION FOR BIDS (IFB) NO. MHA-05-B-2024, Paint, Solvents and Sundry Items



TDD/TTY 1-800-545-1833, EXTENSION 824

www.mobilehousing.org

SOLICITATION TYPE	Invitation for Bid (“IFB”)
SOLICITATION IDENTIFICATION NUMBER	MHA-05-B-2024
SOLICITATION TITLE	PAINT, SOLVENTS AND SUNDRY ITEMS
ISSUE DATE	April 5, 2024
CLARIFICATION INQUIRIES METHOD OF SUBMISSION	https://procurement.mobilehousing.org
CLARIFICATION QUESTIONS & INQUIRIES DEADLINE	April 12, 2024, by 2:00 P.M., CST
BIDS DUE DATE/OPENING, TIME AND LOCATION	April 22, 2024, by 10:00 A.M., CST Mobile Housing Authority Central Office 151 South Claiborne Street Mobile, Alabama 36602
ANTICIPATED AWARD APPROVAL BY MHA BOARD OF COMMISSIONERS	May 2024
METHOD OF SUBMISSION	Interested bidders shall furnish (1) original bid package in a sealed envelope clearly marked “PAINT, SOLVENTS, AND SUNDRY ITEMS”, Attention: Tuwana Williams, Chief Procurement Officer.

IFB Document

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INTRODUCTION

Mobile Housing Authority (hereinafter, “MHA”) is a public entity that was formed in 1937 to federally subsidized housing and housing assistance to low-income families, within the City of Mobile. The MHA is headed by the Chief Executive Officer (CEO) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and MHA’s procurement policy.

Currently, Mobile Housing Authority is an asset management and affordable housing agency which is authorized to administer federal, state, local and private housing assets and resources and provide those resources largely to low and moderate-income families. Mobile Housing Authority provides those resources primarily through: (i) the management of approximately 3,409+ units of affordable housing fixed in some thirteen (13) communities within the City of Mobile, Alabama and in other portions of Mobile County, Alabama; (ii) the management of several mixed income financed communities; (iii) redevelopment and repositioning strategies and initiatives. For the purpose of this IFB, Mobile Housing Authority and all of the affiliated companies will be designated as “MHA”. MHA’s annual financial resources are approximately \$53+ Million. The Mobile Housing Authority currently has 76 employees.

In keeping with its mandate to provide efficient and effective services. MHA is now soliciting qualified, license and insured entities to provide the above noted services to the Mobile Housing Authority. All bids submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety. In keeping with Section 3 of the Act of 1968, and in accordance with the goals of HUD, MHA requires Section 3 participation as outlined in attached form HUD 5370-C- General Condition for Non-Construction Contracts in accordance to 24 CFR Part 75.

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IFB INFORMATION AT A GLANCE

MHA CONTACT PERSON	Tuwana Williams, Phone: 251-434-2245, Email: twilliams@mobilehousing.org
HOW TO OBTAIN THE IFB DOCUMENTS ON THE APPLICABLE INTERNET SITE	<ol style="list-style-type: none">1. Access procurement.mobilehousing.org (no “www”).2. Click on the “Login” button or register for access.3. Download the file.
PRE-BID CONFERENCE	Will not be held.
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	<ol style="list-style-type: none">1. As directed within Section 3.1 of the IFB document.2. As instructed within Section 3.0 of the IFB document, submit 1 “hard copy” bid to the Mobile Housing Authority’s Procurement office.
BID SUBMITAL RETURN & DEADLINE	Monday, April 22, 2024 , by 10:00 A.M CST Acquisition Management Services Department 151 S. Claiborne St. Mobile, Alabama 36602 *(The “hard copy” bid must be received in-hand and time-stamped by MHA by no later than 10:00 p.m. on this date).
ANTICIPATED APPROVAL BY MHA’S BOARD OF COMMISSIONERS	May 2024 Mobile Housing Authority Central Office 151 S. Claiborne St., Mobile, AL 36602

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1.0 MHA'S RESERVATION OF RIGHTS:

- 1.1 The MHA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the MHA to be in its best interests.
- 1.2 The MHA reserves the right not to award a contract pursuant to this IFB.
- 1.3 The MHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- 1.4 The MHA reserves the right to determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 The MHA reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the MHA Contracting Officer (CO).
- 1.6 The MHA reserves the right to negotiate the fees proposed by the bidder entity.
- 1.7 The MHA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.8 The MHA shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9 The MHA shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the procurement.mobilehousing.org Procurement Website (hereinafter, the "noted Procurement Website") and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Procurement Website, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the MHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the MHA, but not the prospective bidder, of any responsibility pertaining to such an issue.

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2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): The purpose of this IFB is to solicit qualified contractors that the MHA may award a contract for Paint, Solvents and Sundry Items.

2.1 General Requirements: The intent of these specifications is to set forth quality standards of the materials desired, but does not restrict the bidder to the brand, make, model number, manufacturer, or specifications named. It is set forth to convey the general style, character and quality of the items desired to the prospective bidder. Whenever the clause “or approved equal” appears in the specifications, it shall be interpreted to mean an item of material or equipment like that named, which is approved by the Mobile Housing Authority or designated representative. In addition, all items must adhere to the following:

2.1.1 Absence of Lead. No paint or paint product in these specifications may contain lead.

2.1.2 Maintain Pricing. Prices quoted must be maintained for one year with 3 one-year options if mutually agreed upon.

2.1.3 Quantities Estimates. Quantities will vary according to need and subject to budget considerations, but for the purposes of bidding the approximate quantities shown on the bid breakdown should be used to determine the bid price.

2.1.4 Other Purchases. The Mobile Housing Authority reserves the right to purchase other paint and sundry items not listed at pricing not to exceed wholesale.

2.1.5 Delivery of Goods. Orders will be placed on an as-needed basis throughout the contract.

2.1.6 Delivery of Schedule. Paint to be delivered within five (5) business days of order. Sundry items will be delivered within ten (10) business days of order. Solvents will be delivered within ten (10) business days of order.

2.1.7 Color Matching. Bidders must agree to match the interior colors within a reasonable range of those presently being used by the Mobile Housing Authority.

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- 2.1.8 Rejection of Items Post Award.** The Mobile Housing Authority reserves the right to test any products after the award is made and to reject those materials that fail to meet the bidding requirements, even though the product was approved as complying at the time of the award. If any part of any batch or shipment is found to be deficient at any time, all materials of that batch or shipment may be rejected. The successful bidder awarded the contract agrees to pay all costs for such tests as deemed necessary by the Mobile Housing Authority.
- 2.1.9 Defective Product Reimbursement.** In addition, the vendor agrees to reimburse the Mobile Housing Authority for all cost of labor and material (paint) used in painting any apartments where the defective product was used.
- 2.1.10 Contract Cancellation.** The contract may be cancelled by the Mobile Housing Authority for just cause by a 30-day written notification.
- 2.1.11 New Products.** All products shall be new, packed in the manufacturer's original containers, and shall meet or exceed the specification shown.
- 2.1.12 Product Packaging.** Unless noted, all paint will be provided in 1-gallon containers.
- 2.1.13 F.O.B.** All items shall be quoted F.O.B., shipped to locations/ developments within Mobile County.
- 2.1.14 Awards.** The Mobile Housing Authority reserves the right to make multiple awards whichever is in the best interest of MHA.
- 2.1.15 Guarantees.** Successful bidders must guarantee all items to be free from defects in materials and workmanship. Bidder agrees to replace defective items upon request.
- 2.1.16** The Mobile Housing Authority reserves the right to approve any products submitted before the final award is made.
- 2.1.17** Vendor's bidding must be engaged full time in the paint supply business.

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3.0 BID FORMAT:

3.1 Tabbed Bid Submittal: So that the MHA can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the bid) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement MHA has published herein or has issued by addendum.

IFB Section	Tab No.	Description
3.1.1	1	Form of Bid: This Form is attached hereto as Attachment A to this IFB document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
3.1.2	2	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>: This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
3.1.3	3	Contracting Transparency Form: The Form is attached hereto as Attachment B to this IFB document. This 3-page Form must be fully completed, executed, and submitted under this tab as a part of the bid submittal.
3.1.4	4	Proposed Costs Form: Costs must be reasonable and acceptable and submitted on the MHA provided form attached hereto as Attachment C.
3.1.4.1		The bidder's Demonstrated Understanding of MHA's Requirements.
3.1.4.2		The bidder's Technical Approach (including, if appropriate, labor categories, estimated hours and skill mix) and the bidder's proposed Work Plan to provide the required services.
3.1.4.3		The bidder's Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
3.1.4.4		The bidder's Demonstrated Experience in performing similar work and the bidder's Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.
3.1.4.5		If appropriate, how staff are retained, screened, trained, and monitored;
3.1.4.6		The proposed quality control program;
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.);

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3.1.4.8		A complete description of the products and services the firm provides.
3.1.5		Managerial Capacity/Financial Viability: The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services. Such information shall include the bidder's qualifications to provide the services, a brief description of the background and current organization of the firm.
3.1.6	6	Client Information: The bidder shall submit a listing of former or current clients, including Public Housing Agencies, for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided;
3.1.7	7	Consolidated Affidavit: The Form is attached hereto as Attachment D to this IFB document. This 3-page Form must be fully completed, executed, and submitted under this tab as a part of the bid submittal.

3.1.11 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

3.1.12 **Bid Submittal Binding Method:** n/a

3.2 Additional Information Pertaining to the Pricing Items:

3.3.1 **Quantities:** All quantities entered by MHA herein and within the corresponding Pricing Items on the noted Fee Form are for calculating purposes only. The ensuing contract will be an Indefinite Delivery Indefinite Quantity Contract (IDIQ), in that MHA shall retain the right to make awards in any amount of services MHA requires.

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- 3.3 Not-to-exceed Maximum Amount:** As may be further detailed herein, most specifically within Section 2.2.2, as the ensuing contract will be an Indefinite Delivery Indefinite Quantity Contract (IDIQ), which, pursuant to HUD regulation, requires MHA to award to each responsive and responsible contractor a Not-to-exceed Maximum Contract Amount (NMCA) of work.
- 3.4 Bid Submission:** All “hard copy” bids must be submitted and time-stamped received in the designated MHA office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked “ORIGINAL”) of the bid submittal, shall be placed unfolded in a sealed package and addressed to:

Mobile Housing Authority
Attention: Tuwana Williams
Chief Procurement Officer
151 S. Claiborne Street
Mobile, Alabama 36602

The package exterior must clearly denote the above noted IFB number and must have the bidder’s name and return address. Bids received after the published deadline will not be considered.

- 3.4.1 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to MHA by the bidder, such may invalidate that bid. If, after accepting such a bid, MHA decides that any such entry has not changed the intent of the bid that MHA intended to receive, MHA may accept the bid and the bid shall be considered as if those additional marks, notations, or requirements were not entered on such. By accessing the noted Procurement Website, registering, and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that MHA delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.
- 3.4.2 Submission Responsibilities:** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by MHA, including the IFB document, the documents listed within the following Section 3.8, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing, and submitting the completed documents, the bidder is stating his/her agreement to comply with all the conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of MHA requirements contained within the documents may cause that bidder to not be considered for award.

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- 3.5 Bidder’s Responsibilities—Contact With MHA:** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the person of contact only. Bidders must not make inquiry or communicate with any other MHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for MHA to not consider a bid submittal received from any bidder who may not have abided by this directive.
- 3.5.1 Addendums:** All questions and requests for information must be submitted in writing via Procurement Website at procurement.mobilehousing.org. The person of contact will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the person of contact will NOT conduct any *ex parte* (a substantive conversation—“substantive” meaning, when decisions pertaining to the IFB are made—between MHA and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the person of contact—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the person of contact may not respond to the prospective bidder’s inquiries but will direct him/her to submit such inquiry in writing so that he/she may more fairly respond to all prospective bidders in writing by addendum.
- 3.6 Pre-bid Conference:** The scheduled pre-bid conference identified on Page 4 of this document is, pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders to have a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference MHA will conduct a brief overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though it may be required that some such questions are delivered in writing prior to a response being delivered. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, MHA *will not* distribute at this conference any copies of the IFB documents.
- 3.7 Recap of Attachments:** It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

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IFB Section	Attachment	Attachment Description
Pg. 17	A	Form of Bid
Pg. 18-20	B	Contracting Transparency Form
Pg. 21-25	C	Proposed Costs Form
Pg. 26-28	D	Consolidated Affidavit

4.0 BID EVALUATION:

- 4.1 Public Opening:** At the set date and time, all bids received will be opened and publicly read aloud by the Chief Procurement Officer, including the company name of the bidder and the total calculated costs proposed. At the bid opening MHA will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such an opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; MHA will, at a later time, review all bids in detail and will, in a timely manner (within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369B, MHA reserves the right to, as determined by MHA, “waive informalities and minor irregularities” in the offers received. Bids will be available for inspection by the public after the award has been completed.
- 4.2 Responsive Evaluation:** After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimums that are deemed to be non-responsive will be notified of such in writing by MHA in a timely manner (in any case, in no less than 5 days after such determination is made).
- 4.3 Responsible Evaluation:** MHA will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible, and able to provide to HA the required services). If MHA ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance, and resources to provide the required services, the HA may proceed with award. If MHA determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the HA in a timely manner (in any case, in no less than 5 days after such determination is made); in such case MHA may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.
- 4.3.1** Depending on the amount of the award (typically for awards greater than \$250,000), it is possible that MHA may take such contract award to the MHA Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder(s).

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- 4.4 **Restrictions:** Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.
- 5.0 **CONTRACT AWARD:**
- 5.1 **Lowest Responsive and Responsible Bidder:** It is MHA's intention to enter into indefinite delivery indefinite quantity contract(s) with one (1) or more qualified firms to provide these services. The contract will be awarded to the most responsive and responsible contractor offering the lowest acceptable price, which is most advantageous to the MHA, provided the bid complies with all conditions of the Invitation for Bid. The MHA reserves the right to reject any and all bids and to waive any informality in the bidding. The MHA is prohibited from making any awards to company (including subcontractors) or any individuals which are on the lists of companies ineligible to receive awards from the United States Government.
- 5.2 **Contract Award Procedure:** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:
- 5.2.1 By completing, executing, and submitting the Form of Bid, Attachment A, the bidder is thereby agreeing to "abide by all terms and conditions pertaining to this IFB as issued by the HA, either in hard copy or on the noted Procurement Website, including an agreement to execute the Contract. Accordingly, MHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case MHA has no power or authority to negotiate any clauses contained within any attached HUD documents.
- 5.3 **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this IFB:
- 5.3.1 **Assignment of Personnel:** MHA shall retain the right to demand and receive a change in personnel assigned to the work if the HA believes that such change is in the best interest of MHA and the completion of the contracted work.
- 5.3.2 **Unauthorized Sub-Contracting Prohibited:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling, or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with MHA, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by the CO.
- 5.4 **Contract Period:** MHA anticipates that it will initially award a contract for the period of 1 year with the option, at MHA's discretion, of 3 additional one-year option periods, for a maximum total of 4 years.

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- 5.5 Licensing and Insurance Requirements:** Prior to award (but not as a part of the bid submission) the *successful bidder* will be required to provide:
- 5.5.1** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount.
 - 5.5.2** An original certificate evidencing General Liability coverage, naming MHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
 - 5.5.3** An original certificate showing the bidder's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a deductible of not greater than \$1,000.
 - 5.5.4** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
 - 5.5.5** A copy of the bidder's business license allowing that entity to provide such services within the State of Alabama.
 - 5.5.6** If applicable, a copy of the bidder's license issued by the State of Alabama licensing authority allowing the bidder to provide the services detailed herein.
- 5.6 Contract Service Standards:** All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- 5.7 Execution of Contract:** Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Authority, a signed contract and all insurance certificates, licenses, permits, etc., required in these bidding documents.
- 5.8 Indemnification:** Contractor expressly agrees to indemnify and hold harmless the Mobile Housing Authority from all losses, costs, damages and/or expenses with respect to all demands, claims, suits, and/or judgments for personal injuries, including death, to any person (including but not limited to third parties, employees of MHA, employees of Contractor or any Sub-contractor and their dependents or personal representatives) or damages to property to any person arising by reason of any act or omission, negligent or otherwise, either by Contractor or by Sub-Contractors or the employees or agents of either of them. The contractor further agrees to defend MHA to reimburse MHA for any reasonable cost and expense, including attorney's fees, which MHA may incur or

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be put for the defense from any such claim. Additionally, Contractor shall indemnify and save harmless MHA and its respective Commissioners, directors, officers, agents or employees from and against all claims, suits, actions, damages, or causes of action arising during the terms of the Agreement for any personal injury, including the transmission and/or contracting an infectious disease or illness (Example: Coronavirus), loss of life or bodily harm “caused by Contractor” and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney’s fees, expenses, and liabilities incurred in or by reason of the defense for any such claim, suit or action and the investigation thereof (collectively, the “Liabilities”), provided, that, the foregoing indemnity by Contractor shall not cover or be applicable to any Liabilities directly and solely caused by any act or omission by MHA.

5.9 Contractual Requirements:

- 5.9.1** These specifications, when legally accepted by both parties, shall constitute a contract. All prior, written or verbal, representations or agreements not incorporated herein are superseded.
- 5.9.2** This contract cannot be assigned by the Contractor without the prior written approval of the Contracting Officer for the MHA. This contract may be assigned by the MHA.
- 5.9.3** Any change in the contract, including the Bid Specification described herein, whether by modification and/or supplementation, must be accomplished by a formal contract amendment, signed, and approved by and between the duly authorized representatives of the Contractor and the MHA. Any amendment to the contract shall (1) specify an effective date, (2) when applicable, specify any increases or decreases in the provisions of the contract, (3) be entitled as an “Amendment”, and (4) signed by the parties identified in the preceding sentence. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.
- 5.9.4** The contract shall be construed according to the laws of the State of Alabama. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable. The Contractor must be registered with and maintain good standing with the Secretary of the State of Alabama, as may be required by law or regulation.
- 5.9.5** The Contractor represents himself/herself to be an independent contractor offering such services to the general public. The Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

INVITATION FOR BIDS (IFB) NO. MHA-05-B-2024, Paint, Solvents and Sundry Items

- 5.9.6 All reports and material developed or acquired by the Contractor, as a direct requirement specified in the contract shall become the property of the MHA. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of the MHA.
- 5.9.7 Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the MHA immediately. Upon learning of the actions identified herein, the MHA reserves the right at its sole discretion to either cancel the contract or reaffirm the contract.
- 5.9.8 No provisions in this contract shall be construed, expressly or implied, as a waiver by the MHA of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract.
- 5.9.9 The Contractor shall, within fifteen (15) days after the award of contract, submit a written identification and notification to the MHA of the name, title, address, and telephone number of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notice and requests related to the Contractor's performance under the contract shall be addressed. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided the MHA is notified immediately.
- 5.9.10 If, through any cause, the Contractor shall fail to fulfill in a timely, satisfactory and proper manner its obligations under this Agreement, or if the Contractor shall violate this Agreement, the MHA shall thereupon retain the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof; at least thirty (30) days before the effective date of such termination. In the event of a termination pursuant to the above, the Contractor shall be entitled to receive any or all payments due to the date of notification.
- 5.9.11 All terms of this Agreement shall be subject to funding availability and may be modified at any time with proper notice. Modifications shall be in writing, MHA authorized or requested.
- 5.10 **Contractor Not an Agent:** In the interpretation of this Agreement and the relations between Contractor and the Mobile Housing Authority, the same shall be construed as being an independent agreement with the contractor and shall not be held or deemed in any way to be an agent, employee, or official of the MHA.

INVITATION FOR BIDS (IFB) NO. MHA-05-B-2024, Paint, Solvents and Sundry Items

**FORM OF BID
(Attachment A)**

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

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the bid 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” bid submittal submitted by the bidder. Also, complete the Bidder’s Statement as noted below:

X=ITEM INCLUDED SUBMITTAL ITEMS *(One hard copy original signatures*

Tab 1	Form of Bid (Attachment A)
Tab 2	Contracting Transparency Form (Attachment B)
Tab 3	Proposed Costs Form (Attachment C)
Tab 4	Consolidated Affidavit (Attachment D)

BIDDER’S STATEMENT

The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if MHA discovers that any information entered herein to be false, such shall entitle MHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the bid submittal the undersigned bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by MHA, in hard copy including an agreement to execute the Contract. Pursuant to all IFB Documents, this Form of Bid, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply MHA with the services described herein for the fee(s) provided within the bid submittal pertaining to this IFB.

Signature Date Printed Name Company

**MOBILE HOUSING AUTHORITY
 CONTRACTING TRANSPARENCY FORM
 (Attachment B)**

This Form is a mandatory requirement and is applicable to all contracts with the Mobile Housing Authority and any of its affiliates, subsidiaries, or related entities (collectively "Mobile Housing Authority") funded in whole or in part with federal or other public funds. Failure fully and truthfully to complete this Form is a disqualifying factor for the contracting, continued contracting or receiving funding from the Mobile Housing Authority.

(1) Legal Name of Firm:

(2) Telephone: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Please attached a brief biography/resume of the company, including the following information:

- a) Year Firm Established
- b) Former Name and Year Established (if applicable);
- c) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project and attach complete copies of resumes.

NAME	TITLE

(7) 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:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Caucasian American (Male) | <input type="checkbox"/> Public-Held Corporation | <input type="checkbox"/> Government Agency | <input type="checkbox"/> Non-Profit Organization |
| _____ % | _____ % | _____ % | _____ % |

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

Resident- African **Native Hispanic Asian/Pacific
 Hasidic Owned* American American Jew
_____ % _____ % _____ % _____ % _____ % _____ %

Asian/Indian Woman-Owned Woman-Owned Disabled Other (Specify):
American (MBE) (Caucasian) Veteran
_____ % _____ % _____ % _____ % _____ %

(8) Federal Tax ID No.: _____

(9) Business License No.: _____

(10) State of _____ License Type and No.: _____

(11) Worker's Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

(12) General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

(13) Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

(14) Disclosure Statement: Does this firm or any principals thereof have any current, past
personal or professional relationship with any Commissioner or Officer of the Mobile
Housing Board? Yes No

If "Yes," please attach a full detailed explanation, including dates, circumstances, and
current status. Provide any other information relating to individuals or entities that may
cause an apparent or actual conflict of interest with respect to the Mobile Housing
Authority.

(15) Within the past five (5) years has any individual or entity identified in response to question
five (5) hired or paid any lobbyist, consultant, attorney, individual or firm to assist or consult
with the bidding, soliciting, or obtaining any contracts or work or funding with or from any
public body of government, public entity, any public employees, public officials,
elected officials or appointed officials? Yes No

If so, please provide a complete list of the identity of each lobbyist, consultant, attorney, individual or firm and the contracts, work, or funding bid on, solicited and/or obtained.

- (16) Identify any individual that is a public employee, public official, elected official or appointed official that will or would be paid, compensated, or entitled to any payment, compensation anything of value who is not identified otherwise specifically identified in response to any question response to this form.
- (17) Identify any other business or entity owned, in full or in part, by any entity or individual identified in response to question five (5).
- (18) Identify all officers and directors of any other business or entity owned, in full or in part, by any entity or individual identified in response to question five (5).

I declare under penalty of perjury that the statements in response to each and every question above have been individually investigated by me and are true and accurate. I further understand my obligation to update and supplement any response given.

Signature Date Printed Name Title

Sworn to and subscribed before me

this _____ day of _____, 20____

Notary Public

Commission Expiration Date:

[Notarial Seal]

**Mobile Housing Authority
Paints, Solvents and Sundry Items
Bid Costs Form
(Attachment C)**

Instructions: All offers must be submitted on the Paint, Solvents and Sundry Items IFB Cost Forms provided by the Mobile Housing Authority ("MHA"). All amounts of the Bid Cost Form should be for the **Base Contract Period** (i.e., 1 year).

ITEM NUMBER	DESCRIPTION	APPROXIMATE YEARLY USAGE (GALLONS OR EACH)	PRICE PER GALLON or EACH	TOTAL BID
01	Oil Based House Paint, Equal to Sherwin Williams Industrial Enamel-B-54, Mobile Paint Rus-Kil 10 Series	25		
02	100% Acrylic Latex Exterior Gloss House Paint Equal to: Sherwin Williams A-100, Mobile Paint Smooth Cote	25		
03	Latex Semi- Gloss, Interior 100% Acrylic Paint Equal to Sherwin Williams ProMar 200, Mobile Paint Smooth Cote 290 Series	1500		
04	Latex Egg Shell Interior 100 % Acrylic Paint, Equal to Sherwin Williams ProMar 200, Mobile Paint Smooth Cote 290 Series	200		
05	Latex Interior Flat Paint, Equal to Sherwin Williams ProMar 200, Mobile Paint Coventry	200		

ITEM NUMBER	DESCRIPTION	APPROXIMATE YEARLY USAGE (GALLONS OR EACH)	PRICE PER GALLON or EACH	TOTAL BID
06	Latex Interior Gloss Wall Paint, Equal to Sherwin Williams ProMar 200 or Mobile	100		
07	Latex Interior Ceiling Paint, Equal to Sherwin Williams Ceiling Paint ProMar or Mobile Paint Architectural 620-23	400		
08	Oil Based Enamel Semi-Gloss, Interior Equal to Sherwin Williams ProMar 200 or Mobile Paint Nam-a-lac 13 series	12		
09	Alkyd Primer, Exterior Rust Preventive Equal to Rus-Kil	12		
10	Polyurethane Varnish, High Gloss, Equal to Minmax	12		
11	Street Marking Paint, Latex Roll Product Only	48		
12	Stain Killer, Oil Based Equal to Sherwin Williams Pro Block or Mobile Paint Zinsser Cover Stain	200		
13	Stain Killer, Water Based Equal to Sherwin Williams Pro-Block or Mobile Paint Zinsser Bullseye 123	200		
14	Stain Blocker-Aerosol 12 oz. Cans, Equal to Sherwin Williams Pro-Block or Mobile Paint Zinsser Cover Stain	150		
15	Stain, Interior, Equal to Minmax	12		
16	High Gloss Rust Inhibiting Enamel, Alkyd, Equal to Sherwin Williams Industrial Enamel or Mobile Paint Rus-Kil	12		

ITEM NUMBER	DESCRIPTION	APPROXIMATE YEARLY USAGE (GALLONS OR EACH)	PRICE PER GALLON or EACH	TOTAL BID
17	Interior and Exterior 100 % Acrylic High Gloss Paint Equal to Sherwin Williams Fast Coat Mobile Paint Weathertite	100		
18	Primer Interior/ Exterior, Latex Equal to Sherwin Williams Multi-Purpose Primer Mobile Paint Zinsser 123	200		
S-1	Lacquer Thinner 1-gallon size	12 EA.		
S-2	Mineral Spirits 1-gallon size	12 EA.		
S-3	100% Acrylic Latex Caulk siliconized 45 years, in plastic tubes	100 EA.		
S-4	Silicone Sealant, All Purpose 100% waterproof, resist mold and mildew, lifetime warranty	12 EA.		
S-5	Sheetrock Joint Compound 5-gallon Containers	12 EA.		
S-6	Lightweight Setting type Joint Compound 20 minute and 45 minutes set time	25 EA.		
S-7	Heavy Duty Roll Frame, 9-inch, High Impact Plastic Handle, 5 wire	20 EA.		
S-8	1/2 inch by 9-inch Roller Covers, Polyester Knitted Phenolic Treated Core	25 EA.		
S-9	3/4 Inch x 9-inch Pure Lamb's Wool roller cover	25 EA.		
S-10	1- Inch x 9-inch Pure Lamb's Wool roller cover	20 EA.		

ITEM NUMBER	DESCRIPTION	APPROXIMATE YEARLY USAGE (GALLONS OR EACH)	PRICE PER GALLON or EACH	TOTAL BID
S-11	Drop Cloth Heavy Duty White Canvas or Natural Bull Denim 9'x 12'	15 EA.		
S-12	Drop Cloth Heavy Duty White Canvas or Natural Bull Denim 12'x15'	15 EA.		
S-13	1 1/2-inch Putty Knife, Premium Grade	15 EA.		
S-14	6-inch putty Knife, Premium grade, Built in Hammer Head, Nylon Handle	15 EA.		
S-15	5 in1 Painting Tool, Premium Grade	15 EA.		
S-16	12 Inch Stainless Steel Mud Pan	15 EA.		
S-17	10 Inch Taping Knife Premium Grade	15 EA.		
S-18	Metal Grid for 5-gallon buckets, 9- inch reinforced on all 4 sides	15 EA.		
S-19	Caulk Gun, Ratchet rod Dripless, Spout Cutter Seal punch and Ladder Hook-Premium Grade	15 EA.		
S-20	Wire Brush, wood handle 3x19 rows tempered steel brushes	10 EA.		
S-21	Wood handle extension Pole with Metal Tip, 4 foot long Paint Brushes, 100% Handcrafted China bristle, Brushed Stainless Steel Ferrule. Purdy or Wooster Only	10 EA.		
B-1	3-inch wall	10 EA.		
B-2	3 1/2-inch wall	5 EA.		
B-3	4-inch wall	5 EA.		

ITEM NUMBER	DESCRIPTION	APPROXIMATE YEARLY USAGE (GALLONS OR EACH)	PRICE PER GALLON or EACH	TOTAL BID
B-4	1 1/2-inch angle sash	5 EA.		
B-5	2-inch angle sash	10 EA.		
B-6	2 1/2-inch angle sash	5 EA.		
B-7	3-inch angle sash	5 EA.		
	Paint Brush, Nylon Polyester Blend for All Paints Handcrafted Stainless Steel ferrule Purdy or Wooster			
BR-1	3-inch wall	10 EA.		
BR-2	3 1/2-inch wall	10 EA.		
BR-3	4-inch wall	5 EA.		
BR-4	1 1/2-inch angle sash	5 EA.		
BR-5	2-inch angle sash	10 EA.		
BR-6	3-inch angle sash	5 EA.		
BR-7	2-inch trim	5 EA.		
BR-8	1 1/2-inch trim	5EA.		
BR-9	3-inch trim	5 EA.		
BR-10	1 1/2 flat sash	5EA.		
BR-11	2-inch flat sash	5 EA.		
BR-12	2 1/2-inch flat sash	5EA.		
BR-13	3-inch flat sash	5 EA.		
		Total Bid	\$	

**Mobile Housing Authority
RESPONDENT'S CONSOLIDATED AFFIDAVIT
(Attachment D)**

STATE OF _____ COUNTY OF _____

_____, of sound age and being first duly sworn, deposes submits this Affidavit in response to Invitations for Bids issued by Mobile Housing Authority and says:

1. Respondent's Name. That the legal name of Prime Respondent to this Invitation for Bids is:

2. Non-Collusive Declaration. That she/he is _____ of the
(Partner, Member or Officer of Prime Respondent)

Respondent, the party submitting a response to the Invitation for Bids ("IFB") issued by Mobile Housing Authority. Respondent declares and states that in the making the foregoing bid that such bid is genuine and not collusive or sham; that said respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other respondent, or to fix any overhead, profit or cost element of said bid price, or of that of any other respondent, or to secure any advantage against the Mobile Housing Authority or of any person interested in the proposed contract: and that all statements in said proposal or bid are true.

3. Certification on Nonsegregated Facilities.

(Only applicable to Federally assisted construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the equal opportunity clause).

The Federally assisted construction contractor and/or Respondent to MHA's IFB (collectively referred to as "Contractor") certifies that Contractor does not maintain or provide for employee any segregated facilities at any of his establishments, and Contractor does not permit Contractor's employees to perform their services at any location, under Contractor's or any of Contractor's agent's control, where segregated facilities are maintained.

The Federally assisted construction Contractor agrees a breach of this certification is a violation of the Equal Opportunity clause in any contract issued pursuant to this IFB. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest 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 by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

The Federally assisted construction Contractor agrees (except where Contractor has obtained identical certifications from proposed subcontractor for specific time periods), Contractor will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and Contractor will retain such certification in Contractor's files.

4. Debarment Certification. That Deponent certifies that Respondent has not been debarred, suspended or subjected to a Limited Denial of Participation ("LDP") by any federal, state or local government and will not, under this contract agreement, hire, contract with or otherwise do business directly or indirectly, with contractors or individuals who have been debarred, suspended or subjected to a Limited Denial of Participation ("LDP") by any federal, state or local government.

5. Affirmative Action Statement. That Deponent states and certifies that it is not the policy of Respondent to discriminate against any employee or applicant for employment because of race, color, creed, sex, or national origin; and that Respondent _____ takes affirmative action to ensure applicants are employed and employees are treated fairly during employment without regard to race, color, creed, sex, or national origin. Moreover, Deponent states the following:

- A. _____ is the designated EEO Officer for Respondent and will help coordinate the Respondent's affirmative action efforts and handle any discriminate complaints.
- B. To assure non-discriminatory recruiting of employees, we place employment advertisements in newspapers, which serve the largest number of minority-group people and females in the recruiting area, in the event such advertising becomes necessary.
- C. To assure non-discriminatory hiring, placement, promotion, pay, other compensation and working conditions, we:
 - 1) Instruct those of our staff who make hiring, placement, and promotion decisions that all applicants for all jobs are to be considered without discrimination.
 - 2) Advise the Unions with whom we have collective bargaining agreements of our non-discrimination policy by letter.
 - 3) Use as many applicants, summer and part-time trained, particularly from minority groups and females, as work-need and Union agreements if any, permit.
 - 4) Post notices in conspicuous places to employees and applicants of our non-discrimination policy.
 - 5) Review job areas in which there is little or no minority or female representation to determine if this results from discrimination.
 - 6) Examine rates of pay and fringe benefits for present employees with equivalent duties, and adjust any inequities found.
 - 7) Do not redo the compensation of existing employees who have been converted to on-the-job trainee status.

- D. We make maximum use of apprenticeship and other training to help equalize opportunity for minority persons by actively encouraging minority and female employees, as well as others, to increase their skills and job potential through participation in training and educational programs; and, helping to assure such programs are adequate and are, in fact, available to minority people and females.
- E. We assure non-discriminatory demotion, layoff, or termination by requiring advance clearance of such actions by our EEO Officer.
- F. We discourage non-discriminatory subcontracting by our organization by following through the intent of this policy by questioning, verifying reviewing and making whatever changes or additions to our program that are necessary to obtain our desired results.
- G. We comply with Executive Order 11246 and the rules and regulations of the Secretary of Labor. We furnish all reports and information required by Executive Order 11246 and the Secretary of Labor; and provide access to our books and records for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- H. It is understood that our contracts/subcontracts may be canceled, terminated, or suspended, in whole or part or other actions taken under Executive Order 11246 or the Secretary of Labor's orders, should we be found in non-compliance. Contractors, subcontractors, and suppliers will be subject to all rules and regulations of the Secretary of Labor and Executive Order 11246. This provision is inserted into all contracts, subcontracts, and purchase order agreements.

I declare under penalty of perjury that the statements set forth above are true and accurate.

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

Signature _____

Printed Name _____

Title _____

Subscribed and sworn before me this _____ day of _____ 20 .

(NOTARY)

My commission expires _____ 20 .

[Notarial Seal