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<b>SOLICITATION TYPE:</b>	Request for Proposal (“RFP”)
<b>SOLICITATION IDENTIFICATION NUMBER:</b>	MHA-06-R-2023
<b>SOLICITATION TITLE:</b>	PEST CONTROL SERVICES
<b>ISSUE DATE:</b>	July 11, 2023
<b>CLARIFICATION INQUIRIES METHOD OF SUBMISSION:</b>	<a href="http://procurement.mobilehousing.org">http://procurement.mobilehousing.org</a>
<b>CLARIFICATION QUESTIONS &amp; INQUIRIES DEADLINE:</b>	July 25, 2023, by 2:00 P.M., CST
<b>PRE-PROPOSAL MEETING</b>	<u>Wednesday, July 19, 2023, by 10:00 A.M., CST</u> Real Properties Building 1555-B Eagle Drive Mobile, Alabama 36605
<b>PROPOSALS DUE DATE AND TIME</b>	August 10, 2023, by 2:00 P.M., CST
<b>METHOD OF SUBMISSION</b>	<b>Proposals will only be accepted by electronic submission at:</b> <a href="http://procurement.mobilehousing.org">http://procurement.mobilehousing.org</a>  <i>No other form of response to the RFP will be accepted.</i>

MOBILE HOUSING AUTHORITY  
MOBILE, ALABAMA

REQUEST FOR PROPOSALS

PEST CONTROL SERVICES

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**MOBILE HOUSING AUTHORITY  
MOBILE, ALABAMA**

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**PEST CONTROL SERVICES**

Mobile Housing Authority is soliciting proposals from qualified firms interested in providing Pest Control Services. The successful Respondent(s) must be experienced in providing Pest Control Services and have demonstrated the capacity with highly trained professionals in Pest Control work. It is MHA's intention to enter into indefinite delivery indefinite quantity contract(s) with one (1) or more qualified firms [the successful "Respondent(s)" or "Contractor(s)"], to provide these services.

All applicable procurement actions<sup>1</sup> facilitated by MHA will be conducted in an open, transparent and competitive manner. MHA will take into account with each transaction competitive pricing, quality of work, reputation and referrals, previous MHA (or related affiliate) experience, previous United States Department of Housing and Urban Development ("HUD") funded program experience, other Housing Authority related experience, other business experience and understanding of the solicited deliverables and/or requirements. MHA supports solicitation of proposals from all markets and gives qualified businesses, including those that are owned by minorities, women, and small business enterprises, opportunity to do business with MHA as Contractors and Subcontractors.

This solicitation is subject to the budget and fiscal provisions under which MHA operates and award of a contract(s) and/or subsequent task orders will be subject to funding availability and MHA's determination, in its sole and absolute discretion, of its needs.

## **SECTION 1 – GENERAL INSTRUCTIONS TO RESPONDENTS**

Mobile Housing Authority including, but not limited to, one or more of the Mobile Housing Authority's affiliated for-profit and non-profit companies (collectively referred to as "MHA") has issued this Request for Proposals to define the minimum service requirements, solicit proposals, detail proposal requirements, contractor requirements, and outline the process for evaluating proposals and selecting the successful Contractor(s) or Vendor(s).

**All Respondents must respond in writing to the RFP and to the RFP exhibits, or amendments and *submit those responses electronically* to MHA at [procurement.mobilehousing.org](http://procurement.mobilehousing.org) on or before the submission deadline date.**

### **1.1 COMMUNICATIONS**

All communications regarding this RFP shall be in writing, preferably by email, and must be directed to the following Point of Contact, MHA's only Point of Contact for this RFP.

Tuwana Williams, Chief Procurement Officer  
c/o Acquisition and Management Services Office  
P.O. Box 1345  
Mobile, Alabama 36633-1345

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<sup>1</sup> The "applicable procurement actions" refers to those solicitations using federal funds governed under 2 C.F.R. Part 200 or as otherwise identified in MHA's procurement and solicitation policies.

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e Fax Number – (251) 287-8240  
E-mail Address – [twilliams@mobilehousing.org](mailto:twilliams@mobilehousing.org)

**NOTICE: Unauthorized contact regarding this RFP with other employees of MHA may result in disqualification from this procurement action.**

- A. Oral Communications.** Any oral communications shall be considered unofficial and non-binding with regard to this RFP.
- B. Delivery Requirement.** Each Respondent shall assume the risk of the method of dispatching any communication or proposal to MHA. MHA assumes no responsibility for delays, delivery or system failures resulting from the method of dispatch.
- C. Reservation of Rights.** MHA reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.
- D. Addendums.** Only MHA’s official responses and other official communications pursuant to this RFP shall constitute an addendum to this RFP.
- E. MHA’s Communications.** Only MHA’s official, written responses and communications shall be considered binding with regard to this RFP. MHA reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, posting on MHA’s website or other electronic means).

**1.2 CODE OF STANDARDS**

It is MHA’s policy to avoid situations which place a Respondent or Contractor in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, that the Respondent or Contractor may have which relates to the work to be performed pursuant to this solicitation or where the Respondent’s or Contractor’s selection and performance of such work may provide it with an actual, apparent or perceived: (i) unfair competitive advantage, (ii) undue influence in the selection process, and/or (iii) conflict of interest.

- A. Organizational Conflicts of Interest.** Contractor by its submittal of a response and by signature on this solicitation certifies that after inquiry and to the best of the Respondent’s knowledge and belief, that neither it (including the Contractor’s members, commissioners, directors, officers, and/or employees) nor any of its subcontractors include persons who have an interest, direct or indirect in this proposed contract and who during his or her tenure or for one (1) year thereafter are:
  - 1) Members of MHA’s Board. A present or former member or officer of MHA’s Board or any member of the officer’s immediate family. This prohibition does not include any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the resident corporation, MHA, or a related/affiliated business entity.

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- 2) MHA Policy-making Employee. Any MHA employee who formulates policy or who influences decisions with respect to the MHA project(s) that are connected to this proposed contract, or any member of the employee's immediate family, or the employee's partner.
- 3) Public Official. Any public official, member of the local governing body, or State/Territory or local legislator, or any member of such individuals' immediate family.
- 4) Congressional Member or Delegate. A member of or delegate to the Congress of the United States of America or a resident commissioner (defined as an individual appointed to oversee a territory or possession of the United States of America, such as the Virgin Islands).

**NOTE:** "Immediate family" member means the spouse, mother, father, brother, sister, or child of a covered class member whether related as a full blood relative, or as a "half" or "step" relative (e.g., half-brother or stepchild, etc.), or through adoption.

- B. Financial or Personal Interest Disclosure Statements.** If required by MHA, Respondents or Contractors (collectively referred to as "Respondents") shall provide a signed statement Financial and/or Personal interest Disclosure Statement(s) (collectively referred to as "Disclosure Statement") which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest (financial, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the Respondent has a possible organizational conflict of interest with respect to: (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage, or (3) exerting undue influence on the selection process, or (4) otherwise having an actual or perceived conflict of interest.

In the Disclosure Statement, the Respondent may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict. In the absence of any relevant interests identified in a signed Disclosure Statement, Respondents certify by their signature on this solicitation that the Respondent to the best of its knowledge and belief and except as otherwise disclosed, does not have an organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the Respondent's organizational, financial, contractual or other interests may, without some restriction of future activities (1) result in unfair competitive advantage to the Respondent, or (2) impair the Respondent's objectivity in performing the contract work, or (3) result in an actual, apparent or perceived conflict of interest, or (4) result in a perception of undue influence in the selection or award process. The Respondent's signature on this solicitation certifies that to the best of the Respondent's knowledge and belief, no actual or apparent conflict of interest exists with regard to the Respondent's possible performance of this procurement.

MHA reserves the right to make no award until the Disclosure Statement, if applicable, and any additional Financial or Personal Interest Disclosure Statement has been evaluated by the Contracting Officer. Failure to provide the Disclosure Statement, including any additional Financial or Personal Interest Disclosure

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Statement, will be deemed to be a minor infraction and the Respondent will be permitted to correct the omission within a time frame established by the Contracting Officer.

Refusal to provide the Disclosure Statement or the Financial or Personal Interest Disclosure Statement, if requested and any other additional information required by the Contracting Officer, by established deadline dates (unless extended by MHA), or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the Respondent.

- C. Determination of Conflict of Interest.** If the Contracting Officer determines that a potential, apparent or perceived conflict exists, the selected Respondent shall not receive an award unless, in the sole discretion of the Contracting Officer, the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation and may be subject to approval by MHA's Board of Commissioners and/or HUD.

**1.3 MODIFICATION OF SOLICITATION**

MHA reserves the right to increase, reduce, add or delete any item, service or activity to this solicitation as deemed necessary where it is consistent with MHA's policies or strategies to do so.

**1.4 MODIFICATION OF CONTRACT**

MHA reserves the right to increase or delete any scheduled items, goods, services or activities, and/or increase or reduce the quantity of any scheduled item, goods, service or activity as deemed necessary, to award portions of this RFP, to waive minor informalities and technicalities, and to make awards consistent with MHA's policies, and the applicable laws governing HUD or other federally regulated programs.

**1.5 NEW EQUIPMENT**

All material, supplies and equipment offered and furnished must be new, and of current manufacturer production, unless the RFP specifically permits used or reconditioned items or equipment.

**1.6 TAXES**

MHA is exempt from sales tax.

**1.7 CONTRACTOR STATUS**

The Contractor shall be an independent Contractor and will not be an employee of MHA.

**1.8 FUNDING LIMITATIONS**

MHA shall not be bound to any contract if funding has been disallowed by HUD.

**1.9 GOVERNMENT RESTRICTIONS**

In the event any governmental restrictions may be imposed, which would necessitate

alteration of the material, quality, workmanship or performance of the goods or the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful Respondent to immediately notify MHA in writing specifying the regulation which requires an alteration. MHA reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to MHA.

### **1.10 SECTION 3**

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 Conditions for Non-Construction Contracts* in accordance to *24 CFR Part 75*.

### **1.11 DUE DILIGENCE**

All procurement transactions shall be conducted only with responsible Contractors, that is, those Contractors who have the technical and financial competence to perform and who have a satisfactory record of integrity and performance. Where warranted and before awarding a contract, MHA shall review the proposed Contractor's ability to perform the contract successfully, considering factors such as the Contractor's integrity, compliance with public policy, record of past performance (including vendor performance reports and contacting previous clients of the Contractor), and financial and technical resources (an extensive financial review is normally conducted on all non-bonded procurement transactions over \$100,000 in total contract value). Contracts shall not be awarded to debarred, suspended, or ineligible Contractors. MHA shall not contract with firms and/or individuals listed on *List of Parties Excluded from Federal Procurement and Non-Procurement Programs*. If a prospective Contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared, and the prospective Contractor shall be advised of the reasons for the determination.

## **SECTION 2 – SCOPE OF WORK**

### **2.1 DESCRIPTION OF MHA**

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 3,400+ 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 approximately 4,000+ Housing Choice Vouchers supported by the U.S. Department of Housing and Urban Development ("HUD"); (iii) the management of several mixed-income mixed-financed communities; (iv) redevelopment and repositioning strategies and initiatives; (v) other anticipated real estate, acquisition and development activities; and (vi) several affordable and market-rate housing programs and strategies designed to develop, maintain or sell, single family homes. Mobile Housing Authority is also affiliated with a number of non-profit and for-profit companies, many of which assist in the ownership, management or service delivery to families of MHA's rental or homeownership units. For the purposes of this RFP, 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 75 employees.



**A. Selected Affordable Housing Communities (8 properties)**

- Gulf Village Homes located at 2002 Ball Avenue
- Central Plaza Towers located at 300 Bayshore Avenue
- Emerson Gardens located at 759 Palmetto Street
- Frank Boykin Tower located at 1600 Michigan Avenue
- Thomas James Place located at 1555-A Eagle Drive
- RV Taylor Plaza located at 1509 Plaza Drive
- Oaklawn Homes located at 1010 Baltimore Street
- The Gardens on First Avenue at 2976 First Avenue

**B. Renaissance Corridor Properties (4 properties)**

- The Renaissance Family located at 474 Bloodgood Street
- Renaissance Gardens located at 600 N. Joachim Street
- Orange Grove Homes located at 600 N. Joachim Street
- Downtown Renaissance located at 350 Bloodgood Street

**C. Other Unassigned/Re-assigned Property**

- Such other affordable housing communities, scattered sites or other properties as may become available.
- Properties that may come available due to non-performance or termination of a contractor originally assigned to the particular property.
- Such other office buildings, single family dwellings, multi-family dwellings and other improved property(ies) as MHA may add and the Respondent(s) may accept, from time to time

\*\*Respondents may provide responses to some or all of the categories of property. Respondent must furnish all expertise, labor, equipment and materials to provide Pest Control Services to MHA except where noted.

**2.2 DESCRIPTION OF SERVICES**

The Contractor shall provide a comprehensive Integrated Pest Management (IPM) Plan for the buildings and other areas specified herein. The submitted Plan shall be in accordance with the Mobile Housing Authority's IPM Policy (please refer to the scope of work for the details of what MHA's IPM Policy requires). IPM is a process for achieving long-term, environmentally sound pest suppression through the use of a wide variety of technical and management practices. Control strategies in an IPM plan should extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage, and access used by pests. In the delivery or performance of the goods and business services, the Contractor shall use its best efforts to provide the goods and business services set forth in the Contract (and any resulting Task Order and Notice to Proceed) and such goods and services shall be delivered timely and in good workmanlike fashion employing the Contractor's best efforts to complete the goods and services in the best and most sound way and in the most expeditious and economical manner consistent with the interests of MHA. Moreover, the delivery of the goods and services shall all comply with the laws of the United States, applicable regulations and standards of the U.S. Department of Housing and Urban Development ("HUD"), and all applicable state, county, city and local codes and ordinances.

## **2.3 SCOPE OF WORK**

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM Plan. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention. Contractor(s) may reserve the right to only submit pricing for Pest Control services and not Bedbug Treatment Services.

### **A. Pests Included and Excluded**

The Contractor will be responsible for providing all labor, materials, and equipment required to perform pest trapping and pesticide application to effectively control extermination of all interior and exterior pests, including (but not strictly limited to):

- Ants (including, but not limited to, fire ants – treat interior and exterior mounds and pharaoh ants)
- Beetles
- Crickets
- Earwigs
- Fleas
- Flying insects in the bee family
- Flies
- Gnats
- Lady Bugs
- Mites
- Moths
- Roaches
- Silverfish
- Spiders and other arthropod pests
- Snakes
- Rats and mice (e.g., Norway and roof rats, house mice) in and immediately adjacent to building.
- Bed Bugs (separate quote on as needed basis)
- Termites (separate quote)
- Any other related insects.

The Contractor shall adequately suppress the populations of the above pests that are located outside of the specified buildings, but within areas immediately adjacent to buildings.

Populations of the following are excluded from this contract:

- Carpenter ants and other wood-destroying organisms.
- Birds
- Bats, and all other vertebrates other than commensal rodents
- Pests that primarily feed on outdoor vegetation.

### **B. General Contractor Responsibilities**

**Initial Inspections of Facilities:** The Contractor shall conduct a thorough initial inspection of each building or site within ten (10) days of the initiation date of the contract. The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all premises and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestation.

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Access to building space shall be coordinated with the site manager or staff designee. The site manager or staff designee will inform the Contractor of any restrictions or areas requiring special scheduling.

**Pest Control Plan:** Prior to initiation of service, the Contractor shall submit to the site manager, a Pest Control Plan for each building or site within ten (10) days after contract signing. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have three (3) working days to submit revisions. The Contractor should be on site to initiate service within five (5) working days following notice of approval.

**C. Pest Control Plan Requirements**

The Pest Control Plan shall consist of five parts as follows:

1. Proposed Methods and Equipment for Service: The Contractor shall provide a summary of proposed control methods including current labels and Material Safety Data Sheets (MSDS) of all pesticides to be used, brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service.
2. Proposed Methods for Monitoring and Surveillance: The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract. In addition, the Contractor will work with in-house staff to establish population levels that constitute unacceptable levels of pest presence.
3. Service Schedule for Each Building of Site: The Site Managers and the Contractor shall establish a complete service schedule that include planned frequency of Contractor visits, specific day(s) of the week for Contractor visits, and approximate duration of each visit.
4. Description of any Structural or Operational Change That Would Facilitate the Pest Control Effort: The Contractor shall describe site specific solutions for observed sources of pest food, water, harborage, and access.
5. Commercial Applicator or Technician Licenses: The Contractor shall provide a current list of names along with photocopies of the commercial applicator or technician's licenses for every Contractor employee who will be performing on-site services under this contract.

**D. Record Keeping and Reporting Requirements**

The Contractor shall be responsible for maintaining a pest control logbook (Pest Management Administration and Operations Binder) for each building at the site specified in this contract. These records shall be kept on MHA property (normally in the Rental Office) and maintained on each visit by the contractor. Each logbook should contain the following items:

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- a. **Pest Control Plan:** A copy of the contractor's approved Pest Control Plan for that facility, including labels and Material Safety Data Sheets for all pesticides used in the building, brand names of all pest control devices and equipment used in the building, and the contractor's service schedule for the building.
- b. **Service & Complaint Logs:** A logbook for recording service visit activities, complaints from staff concerning pest observations or pesticide applications. Forms should show time in and time out and should be signed by the Contractor at each service visit.
- c. **Service Report Forms:** Customer copies of the contractor's Service Report Form, documenting all information on pesticide application, pest sightings, sanitation/environmental status, and building maintenance needs.
- d. **Focus Unit list:** A listing of units that may require frequent treatments due to conducive conditions and/or insect monitoring.

The Mobile Housing Authority reserves the right to increase or decrease, at any time, the number of units serviced and adjust the contract amount commensurately based on the unit price specified in the bid.

**E. General**

The contractor warrants that effective and adequate measures will be taken to avoid exposure of personnel and residents during the processes of treatment of buildings and guarantees that protective clothing will be worn by personnel performing services.

Contractor to provide an itemized statement of sites and units serviced during the month. This information will accompany the month's invoice for services performed. Failure to provide this documentation will result in non-payment of services until documentation is submitted.

Contractor may be called on (at no additional expense) when special problems arise to perform treatment even if apartments in the development or supportive buildings are scheduled for service later in the month.

Personnel working in the Mobile Housing Authority Developments must be in uniform with the company logo and the person's name applied to the front of the uniform shirt/jacket. Personnel will be required to have a picture identification badge visible.

The contractor may be requested (at no additional cost) to provide training to staff on how to identify pest. The contractor may be requested to attend after-hours resident's meetings and be prepared to give educational aides at it relates to pest biology, habits, clutter, and sanitation.

**F. Specifications**

For the control of rodents (mice and rats), the contractor shall provide child resistant bait stations, rodenticides, and glue boards. If complaints arise with rodents, bait stations will be installed on the outside of all apartments attached. Stations will be monitored on a bi-weekly basis until rodent species are eliminated. All complaints of a rodent nature will be responded to within a 24-hour period.

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For the control of insects (general pests), the contractor will inspect each individual unit to evaluate actions needed to be taken. For German cockroach control, the contractor will apply bait gels and/or bait stations, (Indoxacarb or Fipronil) forms to cracks and crevices in kitchen, pantry, bathrooms, living rooms and bedrooms.

- **Termite Control.** This solicitation is structured so that the responders may quote a price per linear foot for conventional treatment when active termites are found.
- **Bed Bugs.** Contractor shall inspect apartments for bed bugs routinely and whenever bed bugs are reported by the management staff. Additionally, the contractor shall do a cross inspection of apartments. The contractor will schedule treatment with the manager and the resident. Contractor will treat apartments with chemicals as appropriate. After 14 to 15 days, the contractor will re-inspect apartment(s) and repeat the process until apartment(s) are cleared of bed bugs. Mobile Housing Authority will provide mattress and box spring encasements and climb-up interceptors when needed.

The Contractor shall provide a comprehensive Integrated Pest Management (IPM) Plan for the buildings and other areas specified herein. In addition, the contractor will document housekeeping and conducive environmental problems in the Pest Control Logbook.

**G. Pest Control Company's Responsibilities**

**Structural Modifications and Recommendations.** The Contractor shall be responsible for advising the site manager and/or the Public Housing Building Maintenance Superintendent about any structural, sanitary, or conducive conditions that may need correcting. Contractor shall be responsible for adequately suppressing all pests included in this contract regardless of whether or not the Mobile Housing Authority implements suggested modifications. The Mobile Housing Authority will not hold the Contractor responsible for carrying out minor structural modification as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Contractor to eliminate pest harborage or access may be approved by the Mobile Housing Authority on a case-by-case basis. The Contractor shall obtain the approval of site manager and/or the Public Housing Building Maintenance Superintendent or designee prior to any application of sealing material or other structural modification.

**Use of Pesticides.** The Contractor shall be responsible for the application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA) and the Alabama Department of Agriculture & Industries/Pesticide Management.

The Contractor shall adhere to the following rules for pesticide selection and use:

- a. **Non-pesticide Products and their Use:** The Contractor shall use non-pesticide methods of control wherever possible. For example:

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- (i) Portable vacuums rather than pesticide sprays shall be used for initial clean-outs of German cockroach infestations and for control of spiders in webs wherever appropriate.
  - (ii) Trapping devices rather than pesticide sprays shall be used for fly control wherever appropriate.
- b) **Application by Need:** Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventive pesticide treatment of areas where surveillance indicates a potential insect or rodent infestation, are acceptable on a case-by-case basis, as approved by the site manager and/or the Public Housing Building Maintenance Superintendent.
- c) **Pesticide Products and their Use:** When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.
- d) **Pesticide Storage/Disposal:** The Contractor shall not store, or dispose of, any pesticide product on Mobile Housing Authority property.
- e) **Pesticide Sales and Distribution:** The Contractor shall not sell, share, or make available any pesticide products to any non-licensed Mobile Housing Authority employee or resident.

**Program Evaluation.** The Mobile Housing Authority will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

**Quality Control Program.** The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of their program to the Mobile Housing Authority. The program shall include the following items:

- a. **Inspection System:** The Contractor shall develop a system for monitoring the effectiveness of the services provided to the Mobile Housing Authority. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable.
- b. **Quality Control Checklist:** A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include all buildings or sites serviced by the Contractor as well as every task required to be performed.
- c. **Quality Control File:** A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the Mobile Housing Authority upon request.

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d. **Inspectors:** The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

**Areas to be Inspected:**

1. Apartments
2. Lounges
3. Storage Areas
4. Vending Areas
5. Hallways
6. Common Areas
7. Common Restrooms
8. Maintenance Shops
9. Trash Pads and Dumpster
10. Offices
11. Supportive Buildings
12. Laundry Room

**Mobile Housing Authority Sites**

<b>DEV</b>	<b>DEVELOPMENT NAME</b>	<b>ADDRESS</b>	<b>UNITS</b>
AL 2-1	Oaklawn Homes	1010 Baltimore Street	100
AL 2-2	Orange Grove Homes	600 Joachim Street	247
AL 2-5	** Thomas James Place	1555-A Eagle Drive	796
AL 2-6	Gulf Village Homes	2002 Ball Avenue	200
AL 2-8	Josephine Allen Homes	650 North Dr. Thomas	0-all bldgs. are demolished except for Office
AL 2-10	** R. V Taylor Plaza	1509 Plaza Drive	446
AL 2-12	Central Plaza Towers	300, 302, 304, 306 Bayshore Ave	465
AL 2-13	Emerson Gardens	759 Palmetto Street	94
AL 2-16	Frank W. Boykin Towers	1600 Michigan Avenue	122-vacated
AL 2-19	Downtown Renaissance	350 Bloodgood Street	88
AL 2-20	Renaissance Gardens	600 Joachim	48
AL 2-21	Renaissance Family	474 Bloodgood	87
	The Gardens on First Ave.	2976 First Avenue	16
		TOTAL UNITS	2709

**\*\* These properties are projected to be 100% vacated by the end of 2023.**



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PEST CONTROL SERVICES**

**Mobile Housing Authority Supportive Buildings – 26 Total Buildings**

<b>DEV</b>	<b>MHA SUPPORTIVE BUILDINGS</b>	<b>ADDRESS</b>	<b>NUMBER OF BUILDINGS</b>
AL 2-1	Oaklawn Homes Management and Community Building	1010 Baltimore Street	2
AL 2-2	Orange Grove Management Office, Maintenance Buildings	600 Joachim Street	3
AL 2-5	** Thomas James Place Management Office, Warehouse, Real Property Building, & Warehouse	1555-A Eagle Drive	6
AL 2-6	Gulf Village Management Office, Maintenance Shop	2002 Ball Avenue	2
AL 2-8	Josephine Allen Management Office and Gym	650 North Thomas Drive	1-vacated, plans are to have the structure removed in 2023
AL 2-10	** RV Taylor Management Building, HCV, Warehouse, MIS Dept., Gym	1509 Plaza Drive, 1517 Plaza Drive	4
AL 2-12	Central Plaza Towers, Management Office, Kitchens, Laundry Rooms, MOSS Office	300, 302, 304 and 306 Bayshore Avenue	4
AL 2-13	Emerson Gardens Management Office	759 Palmetto Street	1
AL 2-16	Frank Boykin Towers Management Office	1600 Michigan Avenue	1-vacated
AL 2-19	Downtown Renaissance Management Office, Community Room, Maintenance Room and Storage Rooms	350 Bloodgood street	1
AL 2-21	Renaissance Office	474 Bloodgood Street	1
	Central Office	151 South Claiborne Street	1
	Clinton L. Johnson Economic Development Center	1655-B Eagle Drive	1

**\*\* These locations are scheduled to be vacated by the end of 2023.**

## 2.4 PERIOD OF PERFORMANCE

The period of performance shall start immediately after execution of contract and Notice to Proceed or applicable Task Order(s) and continue for an initial period of one (1) year with up to three (3) one-year option(s) to renew.

## SECTION 3 – TECHNICAL REQUIREMENTS

### 3.1 PROPOSAL RESPONSE REQUIREMENTS

In submitting a proposal, the Respondent should provide a full, clear and complete response. Each proposal response should be economically prepared, with emphasis on completeness and clarity of content.

All relevant information must be incorporated into the response to a specific requirement and clearly referenced. All proposals, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible) in a font size no smaller than 12 point with 1-inch margins on all sides. Each proposal must be paginated, divided, and organized. The proposal response shall not exceed fifteen ( 15) pages (*excluding* transmittal letter, charts, spreadsheets, resumes, and other exhibits). All proposal response pages must be numbered. **The proposal must be submitted in an electronic format to MHA via its web portal at [procurement.mobilehousing.org](http://procurement.mobilehousing.org).** Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

Each Respondent shall address and support the following technical submission criteria listed below in its response to this RFP:

- A. **Transmittal Letter.** Include a letter of transmittal bearing the signature of an authorized representative of the Respondent and the name(s) of the individual(s) authorized to negotiate services and cost with MHA. Also, include a brief introduction and information about the firm and its experience with providing the goods, services and/or activities required in the RFP.
- B. **Management Plan.** Submit a narrative Management Plan that describes Respondent's approach to the Scope of Work required in the RFP and demonstrates Respondent's clear understanding of the requirements of the RFP. The Management Plan shall include, at a minimum:
  - 1) General approach Respondent will use when undertaking activities under the RFP;
  - 2) Technical ability of the Respondent and professional/technical competence of the staff available to provide the required services, including the demonstration of previous experience and current ability to address and successfully complete the *Description of Services* set forth in Section 2 of this RFP; and
  - 3) Contemplated or expected deliverables with respect to each of the activities set forth in the *Scope of Work* as described in Section 2.3 of this RFP.

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**C. Qualifications and Key Personnel.** Provide a description of Respondent's qualifications, including, but not limited to: (i) nature of Respondent's business entity [i.e., is the business entity an individual, under an assumed name, partnership (naming partners), limited liability company ("LLC") or corporation, etc.]; (ii) years in business; (iii) staff profile; (iv) summary of overall experience providing the services requested in the solicitation, and (v) demonstrated record of extensive work, involving federal, state and local government agencies and programs, especially as related to public housing authorities. In addition, Respondent must designate the key personnel of Respondent who will deliver the services required in Section 2.2 of this RFP. The Respondent shall also attach a resume for each person identified as *key personnel*.

**D. Previous Experience and References.** The Respondent shall list five (5) instances of recent current or previous experience [i.e., within the past five (5) years] providing the services required by this RFP to other Public Housing Authorities, Affordable Housing Providers, Real Estate Companies, or other like customers (collectively referred to as "Customers"). At **minimum**, Respondent shall provide previous experience information addressing the following: (i) Name of Customer; (ii) name, address, email and contact number of main Customer contact; (iii) description of the activities under the contract; (iv) contract duration; (v) contract value; and brief narrative of how that experience is related to the services required under the MHA RFP. Respondents must demonstrate a minimum of five (5) years' experience in providing services similar to those requested in the RFP, which can be documented through the experience provided.

**E. Cost for Services.** **All proposals must include a Fee Proposal. Fee Proposal must be signed.** The person signing the Fee Proposal must be a person authorized to bind the Respondent contractually. Failure to submit an offer may result in the proposal being determined "non-responsive" and subsequently disqualified from consideration. Your *Fee Proposal* must show the pricing quote for the services described in the RFP. Respondent may also describe any other pricing information, discounts or considerations with respect to the provision of the Services. Respondent may provide its cost proposal on a separate form of its own design.

**F. Required Forms**

As provided in Section 4.1: *Required Forms*, submit checklist and completely execute forms attached.

**3.2 WEIGHTED TECHNICAL CRITERIA**

Proposals shall be evaluated and ranked based on the following criteria:

<b>TECHNICAL CRITERIA FACTOR</b>	<b>MAXIMUM POINTS</b>
<p><b><u>Reasonableness of Cost.</u></b> The evaluation of the proposals for this factor will be based on the proposed price for providing the required services. The person signing the Fee Proposal Form must be a person authorized to bind the Respondent contractually. Unsigned offers will be rejected. Unsigned offers cannot be signed after the proposal has been opened. No signatures shall be in pencil. <b>(40 points).</b></p>	40
<p><b><u>Capacity</u></b> The capability and ability the proposer’s submittal shows: A. Knowledge and Understanding of the Scope of work to be performed B. The Resources to provide the Scope of Work to be performed C. Capacity to perform the contract (size of organization, staffing, current contracts, proper licenses, etc.) <b>(30 points).</b></p>	30
<p><b><u>Previous Experience and References.</u></b> The Respondent shall list five (5) instances of recent previous experience [i.e., within the past five (5) years] providing the services required by this RFP to other Public Housing Authorities, real estate developers, or other property owners. At a minimum, Respondent shall provide brief narrative of how that experience is related to the services required under the MHA RFP. Respondents must demonstrate previous experience in providing services similar to those requested in the RFP, which can be documented through the references/work experience provided. <b>(25 points)</b></p>	25
<p><b><u>Fee Proposal.</u></b> The evaluation of the proposals for this factor will be based on the proposed price for providing the required services. The person signing the Fee Proposal Form must be a person authorized to bind the Respondent contractually. Unsigned offers will be rejected. Unsigned offers cannot be signed after the proposal has been opened. No signatures shall be in pencil. <b>(5 points)</b></p>	5
	100

MHA may require Best and Final offers and/or conduct one or more interviews with the highest ranked Respondent and/or other Respondents submitting proposals determined to have a reasonable chance of being selected for award based on the evaluation of the **requirements** and **technical criteria** above. MHA may also engage in site visits, require presentation(s) by Respondents and engage in such further activities, as MHA, in its sole discretion, may be deemed appropriate to determine Respondents determined to have a reasonable chance of being selected for award can satisfy the requirements of this solicitation within the resources allocated to the activities by MHA.

### **3.3 TIME FOR RECEIVING PROPOSALS**

Proposals received prior to the closing date and time will be securely kept and shall not be evaluated until after the deadline submission date. The officer, whose duty is to open or download them, will decide when the specified time has arrived, and no proposal received thereafter will be considered.

### **3.4 EVALUATION OF PROPOSALS**

Generally, within sixty (60) days after receipt of the proposals, the MHA will complete a review of all proposals. Criteria for evaluation are described in the Weighted Technical Criteria section, above (See Section 3.2). A selection committee will evaluate and rank all proposals. The MHA reserves the right to conduct oral (either in person or remotely via telephonic, digital, video or other means, etc.) or written interviews with the top ranked Respondent(s), and to request "Best and Final" offers, presentations, site visits, additional or clarifying information, or other related materials, for all or a portion of the work solicited. MHA may also engage in negotiations of price or other factors with one or more Respondents in the competitive range. If the MHA finds the negotiations are fair and reasonable, including the price, one or more awards may be made.

### **3.5 OTHER PROPOSAL EVALUATION INFORMATION**

All procurement transactions will be conducted in a transparent and competitive manner. MHA will take into account with each evaluation the understanding of the solicited deliverables and/or requirements, quality of work, reputation, referrals, competitive pricing, and other evaluative, mandatory and/or desired components of the solicitation. MHA will also be governed by the following:

- A. Competitive Negotiation Process.** Generally, a competitive negotiation process will be used to select the Respondent. MHA reserves the right to negotiate a contract with those Respondents that provides the greatest benefit to MHA. This may result in an award to one or more Respondent(s) with other than the lowest fee proposal.
- B. Selection of Most Advantageous Proposers.** MHA will select the Respondent(s) that are the most advantageous to MHA based on the evaluation criteria stated herein. MHA reserves the right to negotiate rates and other factors.
- C. Negotiate Final Scope.** MHA reserves the right to negotiate the final scope of services with any or all Respondents in the competitive range and use the negotiations as the basis of formulating and executing Task Orders.
- D. Minor Informalities.** MHA reserves the right to waive any minor irregularities, technicalities or informalities in the proposals received.
- E. Award without Discussion.** MHA reserves the right to award without discussion and to make single or multiple awards to firms who demonstrate the ability to complete the services outlined in this RFP. If MHA determines that discussions are in the best interest of MHA, generally the procedures stated in Section 3.5(G), below will be utilized.
- F. Establishing Competitive Range.** Respondents within the graded competitive range may be selected for an oral or written presentation interview or to provide

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additional or clarifying information, presentations, tours, etc. as outlined in Section 3.5. Should MHA desire some type of meeting or interview with one or more Respondents, such meeting(s) or interview(s) will be arranged and designed to assist the Evaluation Committee to differentiate those Respondents within the competitive range and further define the precise areas of expertise of the Respondent(s).

- G. Awards.** MHA will award the resulting contract(s) from this solicitation to a minimum of **one (1) Respondent or multiple Respondents**, all of whose proposals provides the best value to MHA based upon the evaluation criteria and award protocols outlined within this RFP. Upon evaluation of the proposals, MHA may negotiate with the Respondent(s) whose proposals fall within the competitive range. Fees as well as any other relevant factor identified by the Evaluation Committee will be a negotiation factor. Once negotiations are complete, MHA may establish a common date and time for the submission of Best and Final Offers. If a Respondent does not submit a notice of withdrawal of its offer, or a Best and Final Offer, the Respondent's immediate previous offer shall be construed as its Best and Final Offer. MHA reserves the right to make awards without negotiation if it is in the best interest of the Authority to do so. MHA may order the successful Respondents in any manner that it deems appropriate including ranking of the firms, primary-alternative designation of firms, placing all of the firms equally in a pool, or other manner as determined by MHA.
- H. Proposal Evaluation Period.** During the period when proposal evaluation is being conducted, all proposal details, analysis and scoring (preliminary or otherwise) are confidential. This measure simply maintains the integrity of MHA's procurement system. No MHA personnel in any office can discuss information pertinent to any proposal during this period. Violation of the confidentiality of proposals pending award seriously compromises MHA in establishing contractual agreements and may result in the disqualification of the Respondent from this procurement action.
- I. Rejection of Proposals.** MHA may reject any or all proposals. Action to reject all proposals may be taken for unreasonably high prices, error in the solicitation, cessation of need, unavailability of funds, failure to secure adequate competition, or any other reason deemed appropriate by MHA.
- J. Bid Protest.** Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Section 3.5. Any protest against a solicitation must be in writing and received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will be deemed untimely and will not be considered. The Contracting Officer or designee shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented. The decision of the Contracting officer will be final.

## SECTION 4 – ADDITIONAL REQUIREMENTS OF THE CONTRACTOR

### 4.1 MANDATORY SUBMITTALS

In addition to a formal response to the RFP Evaluation Factors by the Respondent, MHA will require the execution and submission of additional forms, statements, agreements, certifications, or other documents, designed to ensure that Respondent is aware of and compliant with (i) certain Federal Executive Orders and other Federal, state, and local laws and regulations; (ii) MHA's policies and practices; (iii) efficient administration of MHA's solicitations, including MHA's contract administration and invoice processing practices and protocols; and (iv) apparent and actual conflicts of interest. MHA reserves the right to waive any minor irregularities, technicalities or informalities in the Forms received and to excuse the timely non-submittal of any Form provided the Form is provided to MHA immediately upon subsequent request. These forms, statements, agreements, certifications or other documents are outlined below:

#### A. Forms Submitted with RFP Response.

The following forms, statements, agreements, certifications or other documents should be completed, executed, notarized (where required) and submitted with each Respondent's initial RFP response. These mandatory submittals include:

- Contracting Transparency and Disclosure Form.
- Respondent's Consolidated Affidavit
- Any other attached or referenced Form.

#### B. Forms Submitted upon Request.

Generally, after its initial evaluation and/or prior to the execution of any contract award, any Respondent identified by MHA of having a likelihood of contracting with MHA and so notified, shall be required to submit completed, signed, and notarized where required or marked "not applicable" where appropriate. The mandatory submittals, which may be required by MHA after its initial evaluation, include:

- Best and Final Response, if applicable
- Revised Fee Proposal Form
- W-9 – Request for Taxpayer Identification Number and Certification
- Small, MBE, WBE Business Self-Certification Form
- MBE/WBE Data Form
- Section 3 Self-Certification Form
- Financial or Personal Interest Disclosure Statement
- Standard Form Agreement
- Insurance Forms
- E-Verify
- Such other Forms as MHA may require.

### 4.2 LICENSES / PERMITS

Each Contractor submitting a proposal for consideration must be able to lawfully conduct business in Alabama and hold or obtain (as applicable) a valid license (or registration, authorization, etc.) to conduct business in the City of Mobile.

### **4.3 INSURANCE REQUIREMENTS**

The following insurance coverage shall be carried by the Contractor during the term of this contract and will be subject to approval by MHA. The premium cost of all insurance purchased by the Contractor for protection against risks assumed by virtue of the contract shall be borne by the Contractor and is not reimbursable by MHA.

**A. Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful Respondent* will be required to provide:

- 1) An original certificate evidencing the Respondent's current industrial Worker's Compensation insurance carrier and coverage amount;
- 2) An original certificate evidencing General Liability coverage, naming the MHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of MHA 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 for any one person of \$5,000), with a deductible of not greater than \$1,000.
- 3) An original certificate showing the Respondent's professional liability and/or "errors and omissions" coverage (minimum of \$2,000,000 each occurrence, general aggregate minimum limit of \$2,000,000), with a deductible of not greater than \$1,000, unless such professional liability insurance is excused by MHA.
- 4) An original certificate showing the Respondent'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) If applicable, a copy of the Respondent's license issued by the State of Alabama licensing authority allowing the Respondent to provide the services detailed herein.

**B. Proof of Insurance.** MHA specifically reserves the right to require the Contractor to provide certified copies of such policy or policies and to provide supplemental verification and proof of coverage from time to time.

**C. Cancellation.** Any insurance policy required under this solicitation will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to Mobile Housing Authority, P.O. Box 1345, Mobile, Alabama 36633-1345, sent by certified mail, return receipt requested or by recognized commercial overnight carrier that otherwise provides validating proof of delivery.

### **4.4 EXECUTION OF CONTRACT**

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful respondent shall execute and deliver to the Mobile Housing Authority, a signed contract and all insurance certificates, licenses, permits, etc., required



in these Request for Proposal documents and be ready to implement the services at the end of the ten (10) day period, or such longer time period as MHA may specify in writing.

**4.5 LAWS AND REGULATIONS**

The Contractor shall at all times observe and comply with laws, statutes, ordinances, regulations and codes of the Federal, State, County and local government agencies, which may in any manner affect the performance of the Contractor and in particular any such laws pertaining to safety.

**4.6 INDEMNIFICATION**

Contractor expressly agrees to indemnify and hold harmless the MHA 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. Contractor further agrees to defend MHA to reimburse MHA for any reasonable cost and expense, including attorney's fees, which MHA may incur or be put for the defense from any such claim.

**4.7 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.

**4.8 RIGHT TO AUDIT**

Contractor shall make available for audits its books, records, ledgers, and other pertinent documentation showing the basis for the costs claimed under the contract. These books and records shall be made available to the Mobile Housing Authority internal and external auditors.

**4.9 RETENTION OF RECORDS**

The Contractor shall maintain the records pertaining to billings for a period of three (3) years after the contract is terminated and audited by MHA.

**4.10 LIMITATIONS**

This RFP is issued only to solicit proposals as identified herein. The MHA and its Board of Directors are in no way committed hereby to accept or award any contracts to any Contractor(s). The final decisions to award any contract to any Contractor(s) rest with the Mobile Housing Authority.

The Mobile Housing Authority will not be liable for any costs incurred by any Contractor(s) associated with preparing a proposal, delivering a proposal, or participating in discussions/negotiations pursuant to a proposal. The Mobile Housing Authority reserves the right to:

- Accept or reject any or all proposals.

- Cancel this RFP, in whole or in part, if it deems that it is in the best interests to do so.
- Amend and/or revise this RFP at any time prior to the RFP deadline date.

**4.11 CONTRACT ADMINISTRATOR**

The Contractor is to provide a contact person during the period of performance of the contract for prompt contract administration. The designated representative to be contacted during the period of performance of this contract will be specified in the award contract and/or the Notice to Proceed.

**4.12 DISCUSSIONS/NEGOTIATIONS**

The Mobile Housing Authority reserves the right to hold discussion with Contractor(s) and to negotiate the final terms of any contract that may be awarded. Discussions and/or negotiations may be conducted regarding any and all aspects of the proposals.

**4.13 CONTRACT ENFORCEMENT**

If a contractor fails to comply with any term of an award whether stated in a federal statute or regulation, an assurance, or program plan and/or agreement, MHA may take one or more of the following actions:

- A. Withhold Payments.** Temporarily withhold cash payments pending correction of the deficiency by the contractor.
- B. Disallow Activity.** Disallow all or part of the cost of the activity or action not in compliance.
- C. Suspend or Terminate Award.** Wholly or partly suspend or terminate the current award for the program and/or services.
- D. Without Further Awards.** Withhold further or future awards for the program.
- E. Other Actions.** Take other legal or equitable remedies that may be legally available.

Costs incurred by the contractor during a suspension or after a termination of an award are not allowable unless approved in writing by MHA.

**4.14 TERMINATION OF CONTRACT FOR CONVENIENCE**

MHA may terminate the contract agreement for convenience or for failure of the Contractor to fulfill contract obligations. MHA shall terminate by delivering to the Contractor a Notice of Termination. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected and deliver to the MHA all information, reports, paper and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of MHA, MHA shall be liable only for payment for accepted services rendered before the effective date of termination.

**4.15 NO GUARANTEED MINIMUM**

Under this contract MHA reserves the right to make multiple awards and to pursue alternate contract agreement to meet its needs for the Services and related activities how and when, as its sole judgment and discretion, deems is in the best interest of its operations, strategic goals or vision. The MHA offers no guarantee of minimum quantities to be procured under this solicitation or any resultant agreement or contract.

**4.16 REPORTING/AUDITING REQUIREMENTS**

MHA reserves the right to conduct a financial and operational review and/or audit of the books and records of Respondent(s) and/or any other provider of the goods and services under this RFP. Such records shall include, but not be limited to:

- Service and Audit Records. Contractor(s) shall provide such service, audit and other reports and records as may be reasonably required or requested by the contractor administrator or Contracting Officer.
- Financial and Invoice Records. Contractor(s) shall provide such financial and related records as may be reasonably required or requested by the contractor administrator or Contracting Officer, including, but not limited to, invoices at the time of delivery to reflect expenses and charges for those eligible under the terms of this contract.

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PEST CONTROL SERVICES**

**PEST CONTROL SERVICES  
RFP PRICE PROPOSAL FORM**

**Instructions:** All offers must be submitted on the Pest Control Services RFP Fee Proposal Form provided by the Mobile Housing Authority ("MHA"). Offers shall include all supplies and materials necessary to perform work under the terms and conditions of this Request for Proposals. **All amounts of the Fee Proposal Form should be for the *Base Contract Period (i.e., Initial year) and Option Periods.*** Any stipulations made to the Respondent's fees may subject the offer to rejection. *If the Offeror wishes to include additional information related to fees and costs, the Offeror may do so with attachments.*

**Pest Control Base Period Pricing**

<b>A. DEV</b>	<b>DEVELOPMENT NAME</b>	<b>INSPECTION COST - EACH</b>	<b>UNITS</b>	<b>QUARTERLY OR MONTHLY PRICING</b>	<b>ANNUAL PRICING</b>
AL 2-1	Oaklawn Homes (monthly)		100	\$	\$
AL 2-2	Orange Grove (monthly)		247	\$	\$
AL 2-5	Thomas James Place-Occupied Units (monthly)		100-est	\$	\$
AL 2-5	Thomas James Place-Unoccupied Units (quarterly)		697-est. Rodent Control Only	\$	\$
AL 2-6	Gulf Village (monthly)		200	\$	\$
AL 2-8	Josephine Allen-Vacant (quarterly)		0	N/A	N/A
AL 2-10	RV Taylor (occupied, monthly)		100-est	\$	\$
AL 2-10	RV Taylor (unoccupied, quarterly)		346-est. Rodent Control Only	\$	\$
AL 2-12	Central Plaza Towers (monthly)		465	\$	\$
AL 2-13	Emerson Gardens (monthly)		94	\$	\$
AL 2-16	Frank Boykin Tower (monthly)		0-vacated	N/A	N/A
AL 2-19	Downtown Renaissance (monthly)		88	\$	\$
AL 2-20	Renaissance Gardens (monthly)		48	\$	\$
AL 2-21	The Renaissance (monthly)		87	\$	\$
	Gardens on 1 <sup>st</sup> Ave (monthly)		16	\$	\$
<b>Total Proposed Base Period Pricing</b>				\$	\$

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\*All units will be inspected and treated during the month (12 times a year) not including call backs.

**Pest Control Option Period Pricing**

DEVELOPMENT NAME	Inspection Cost -ea			UNITS	YEAR 1 PRICING	YEAR 2 PRICING	YEAR 3 PRICING
	Yr 2	Yr 3	Yr 4				
AL 2-1 Oaklawn Homes				100	\$	\$	\$
AL 2-2 Orange Grove Homes				247	\$	\$	\$
AL 2-5 Thomas James Place-Occupied				0	\$	\$	\$
AL 2-5 Thomas James Place-Vacant				0	\$	\$	\$
AL 2-6 Gulf Village				200	\$	\$	\$
AL 2-8 Josephine Allen				0	N/A	N/A	N/A
AL 2-10 RV Taylor				0	N/A	N/A	N/A
AL 2-12 Central Plaza Towers				465	\$	\$	\$
AL 2-13 Emerson Gardens				94	\$	\$	\$
AL 2-16 Boykin Tower				0	N/A	N/A	N/A
AL 2-19 Downtown Renaissance				88	\$	\$	\$
AL 2-20 Renaissance Gardens				48	\$	\$	\$
AL 2-21 The Renaissance				87	\$	\$	\$
Gardens on 1 <sup>st</sup> Ave				16	\$	\$	\$
<b>Total Proposed Option Period Pricing</b>					\$	\$	\$

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**Supportive Buildings Base Period Pricing**

<b>DEV</b>	<b>BUILDING NAME</b>	<b>INSPECTION COST</b>	<b># OF BUILDINGS</b>	<b>QUARTERLY PRICING</b>	<b>ANNUAL PRICING</b>
AL 2-1	Oaklawn Homes Management & Community Building		2	\$	\$
AL 2-2	Orange Grove Management & Maintenance Office		3	\$	\$
AL 2-5	Thomas James Place Management Office, Real Property Office, & Warehouse		6	\$	\$
AL 2-6	Gulf Village Management Office Maintenance Shop		2	\$	\$
AL 2-8	Josephine Allen Management Office & Gym		1 (rodent control only)	\$	\$
AL 2-10	RV Taylor Management, HCV, MOSS, MIS, & Purchasing Offices, Warehouse & Gym		4	\$	\$
AL 2-12	Central Plaza Towers Management Office, Kitchens, Beauty Parlor, & Clinic		3	\$	\$
AL 2-13	Emerson Gardens Management Office		1	\$	\$
AL 2-16	Boykin Tower Management Office		1- (rodent control only)	\$	\$
AL 2-19	Downtown Renaissance Management Office, Community Room, Maintenance Room and Storage Rooms		1	\$	\$
2-21	The Renaissance Management Office		1	\$	\$
	Central Office, 151 S. Claiborne St.		1	\$	\$

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	Clinton L. Johnson Economic Development Center		\$	\$	\$
<b>Total Proposed Base Period Pricing</b>				\$	\$

**Supportive Buildings Option Period Pricing**

BUILDING NAME	INSPECTION COST			# OF BLDGS	YEAR 1 PRICING	YEAR 2 PRICING	YEAR 3 PRICING
	Yr 1	Yr 2	Yr 3				
Oaklawn Homes Management & Community Building				2	\$	\$	\$
Orange Grove Management & Maintenance Office				3	\$	\$	\$
Thomas James Place Management Office, Real Property Office, & Warehouse				0	N/A	N/A	N/A
Gulf Village Management Office Maintenance Shop				2	\$	\$	\$
Josephine Allen Management Office & Gym				0	N/A	N/A	N/A
RV Taylor Management, HCV, MOSS, MIS, & Purchasing Offices, Warehouse & Gym				0	N/A	N/A	N/A
Central Plaza Towers Management Office, Kitchens, Beauty Parlor, & Clinic				3	\$	\$	\$

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Emerson Gardens Management Office				1	\$	\$	\$
Boykin Tower Management Office				0	N/A	N/A	N/A
The Renaissance Management Office				1	\$	\$	\$
Central Office, 151 S. Claiborne St.				1	\$	\$	\$
Downtown Renaissance				1	\$	\$	\$
Clinton L. Johnson Economic Development Center				0	N/A	N/A	N/A
<b>Total Proposed Option Period Pricing</b>					\$	\$	\$

**Termite Treatment Pricing**

Indicate pricing for inspection and treatment of termite infestation.

Termite Treatment Fee \$ \_\_\_\_\_ per lineal foot – Base Period

Termite Treatment Fee \$ \_\_\_\_\_ per lineal foot – Option Period 1

Termite Treatment Fee \$ \_\_\_\_\_ per lineal foot – Option Period 2

Termite Treatment Fee \$ \_\_\_\_\_ per lineal foot – Option Period 3

\*Service will be utilized when staff observes live termites while making repairs to apartments.



## **Bed Bugs Treatment**

Mobile Housing Authority may request contractor(s) to assist with Bedbugs treatments in Multifamily Housing Communities utilizing heat treatment.

### **1. ONGOING INSPECTIONS (Treated Units after initial treatment of identified units)**

All apartments in buildings with an infestation rate of 5% or greater will be inspected annually. In buildings with infestation rates below 5%, inspections can be limited to apartments in the following categories:

- Apartments that have been treated for bed bug activity within the past six months, along with apartments above, below, adjacent and across the hall from the treated unit, will be inspected 6-9 months after the date of the final bed bug treatment. Inspections will include at least 2 proven methods of detection (visual inspection, interceptor traps for 2 – 4 weeks, or canine scent detection\*).
- Apartments with bed bug activity reported to property management or identified by a housing staff member, as potentially having bed bug activity.

### **2. TREATMENT OF APARTMENTS WITH CONFIRMED BED BUG ACTIVITY**

**(Preparation of apartments)** Preparations should be required on an as-needed basis.

Prior to the first treatment, apartments should be cleared of dirty laundry on the floor or any other obstacles complicating treatment of the beds and couches. If items such as dressers, nightstands, closets are found to have bed bug associated with them, then these areas need to be addressed by the resident prior to the next follow-up service.

Preparations should be required on an as-needed basis, based upon the type and location of bed bug activity. The degree of infestation should be evaluated on the first treatment and additional preparation requests made for the next service based upon where bed bugs are noted, or evidence of infestation is present.

### **3. TREATMENT OF APARTMENTS (Application of Heat only)**

The following is a list of activities that will be done in all apartments with confirmed bed bug activity. These activities are further described in the sections below the list.

- Elimination of visible bed bugs and eggs using vacuums and steam.
- Removal of dead bed bugs and caste skins with vacuum
- Treatment of entire apartment with an emphasis on rooms with beds and upholstered furniture.
- Encasement of mattresses and box springs (see below for discussion about encasement of box springs only)
- Installation of interception devices at beds and upholstered furniture
  
- Follow-up visits at approximately 14 - day intervals until infestation is eliminated.

- Implementation of an elimination protocol

A multidisciplinary approach is necessary to eliminate most bed bug infestations due to their complex life cycle, behavior, and propensity for developing resistance to pesticides. The sections below elaborate upon the required methods for treatment of apartments with bed bug activity.

#### **4. METHODS TO ADDRESS BED BUGS AND THEIR EGGS**

Bed bug eggs are difficult to see due to their small size, are adhered to the surface they are laid upon and research has noted that many pesticides may have little to no effect on them. Because of these factors, tools such as steamers, vacuums and others should be used as part of a bed bug treatment to address any eggs that are noted or treat areas where eggs are suspected but cannot be seen with the naked eye. Using pesticides alone is not a suitable approach to treating bed bug eggs.

#### **5. ENCASEMENTS-Provided by MHA**

Bed encasements designed for use with bed bugs are recommended for the treatment of infested beds as well as the proactive protection of un-infested bedding. Encasements being used should completely enclose the mattress and box spring and the zipper and zipper end-stop (the area where the zipper stops when the encasement is closed) should be designed to keep bed bugs from escaping the encasement. Encasements should be installed on all mattresses and box springs within an infested home. Encasements should remain on the infested bedding for at least one year from the date of installation. Applying a dust pesticide to the inside of the box spring (if label directions permit) should be considered to address any bed bugs trapped inside. Lastly, all sharp edges on bed frames should be addressed by adhering felt or other padding so that the edges do not compromise (tear) the encasements.

In apartments with low level infestations (below 20 bed bugs during initial inspection), the Housing provider reserves the right to encase box springs only.

#### **6. MONITORING**

Monitors, such as interception devices and any others proven effective through research, should be installed on all bed bug treatments during the first service and remain in the infested unit until the bed bug infestation is eliminated. Monitors as part of a bed bug treatment capture bed bugs between services thus reducing the number of bugs within the home as well as reducing the number of bites received by the people within the home. In addition to reducing the number of bed bugs they also provide information on where bed bugs may be hiding thus expediting elimination of the infestation (if bed bugs are found in the monitor under the head, right leg of the bed, it suggests bed bugs are hiding somewhere in the direction of that leg).

Monitors should be installed under all bed and couches in all infestations and in bad infestations (over 100 bed bugs) they should be also placed throughout the home along baseboards and in corners of rooms.

- The storage rooms.
- The community service office
- The resident council office

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- The community rooms.
- The Chapel
- The bathrooms in the common areas of each building
- The elevators in each building
- The Franklin Clinic
- The outside grounds and around the Roll-Off Trash Containers
- Offices

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

**Base Period Pricing for Heat Treatment**

B. UNIT SIZE	COST (PER UNIT)
0 Bedroom Unit	\$
1 Bedroom Unit	\$
2 Bedroom Unit	\$
3 Bedroom Unit	\$
4 Bedroom Unit	\$
5 Bedroom Unit	\$
Climb Up Interceptor's-Small	Each \$
Climb Up Interceptor's-Large	Each \$

<b>C. Option Year(s) Pricing</b> – Please briefly describe Respondent’s overall approach to the setting of pricing for the Option Year, should MHA elect to exercise one or more options. (Note: if the space below is insufficient, please attach an additional sheet)	
<ul style="list-style-type: none"> <li>Option Year Pricing Approach:</li> </ul>	
<b>D. Signature</b>	
Company Name	
Authorized Signature	Date
Printed Name and Title	

## **OTHER MANDATORY FORMS**

**(Reference: Section 4.1)**

The attached forms, statements, agreements, certifications, or other documents, (collectively referred to as the "Forms") are required to be completed, executed, notarized (where required) and submitted with each Respondent's Response to the RFP.

**REQUIRED FORMS CHECKLIST**

NO.	DESCRIPTION	INITIAL COMPLETE
1.	Price Proposal Form(s)	
2.	MHA Contracting Transparency Form	
	o Resumes of Key Personnel and Key Employees (Section 3.1(C))	
	o Organizational Documents	
3.	Respondent's Consolidated Affidavit	
4.	Section 3 Business Self-Certification Form	
5.	Section 3 Resident Self-Certification Form	
6.	Form HUD-5369-B Instructions to Offerors Non-Construction Contracts	
7.	Form HUD-5369-C Certifications and Representations of Offerors Non-Construction Contracts	
8.	Form HUD 5370-C Section I General Conditions for Non-Construction Contracts	

**\*HUD Forms are located on the Procurement Website**

**ALL FORMS MUST BE INCLUDED OR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

RESPONDENT

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

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

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

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

**MOBILE HOUSING AUTHORITY  
CONTRACTING TRANSPARENCY FORM**

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

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:

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

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

(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 Authority? 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]

**RESPONDENT'S CONSOLIDATED AFFIDAVIT**  
(Prime Respondent)

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

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

\_\_\_\_\_, of sound age and being first duly sworn, deposes submits this Affidavit in response to Request for Proposals issued by Mobile Housing and says:

1. **Respondent's Name.** That the legal name of Prime Respondent to this Request for Proposals 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 Request for Proposals ("RFP") issued by Mobile Housing Authority Respondent declares and states that in the making the foregoing proposal or bid that such proposal or 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 RFP (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 RFP. 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) Examine rates of pay and fringe benefits for present employees with equivalent duties, and adjust any inequities found.

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- 6) 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 contract, subcontract 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]**

**ONLY COMPLETE AND SUBMIT THIS FORM IF YOU WANT TO BE A SECTION 3 BUSINESS**

**SECTION 3 BUSINESS**

# Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form properly completed to be confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

CATEGORY	DOCUMENTATION REQUIRED	YOUR ELECTION
a business at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	<input type="checkbox"/>
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list	<input type="checkbox"/>
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	<input type="checkbox"/>

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I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Full Name: \_\_\_\_\_

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

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

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

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

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

ONLY COMPLETE AND SUBMIT THIS FORM IF YOU WANT TO BE A SECTION 3 WORKER

SECTION 3 INDIVIDUAL LOW-INCOME PERSON

# Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individual's current year income annualized for the year they are being confirmed as low-income.

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

Phone \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_

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

To qualify as a Section 3 Person, you must meet one of the standards in the brackets below and your individual annual income must not exceed the number in the box below.

Check only one line below that describes your qualifying Section 3 situation:

- I am a Mobile Housing Authority Public Housing or Section 8 Vouch Holder
- ~~N/A I am a low or very low income person residing in Mobile County~~
- My employer will certify that I am employed by a Section 3 business
- I am a current YouthBuild participant

Due to the Alabama state law reference here, it is unlawful for MHA or any of its contractors to request the current or prior income of any applicant for the purposes of confirming if they are Section 3. Therefore, that category has been strikes from the options above.

ALABAMA STATE LAW HB225 - THIS ACT SHALL BE KNOWN AS THE CLARKE-FIGURES EQUAL PAY ACT

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income is as shown above, and that proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual. Finally, I authorize including my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me directly for any employment opportunities.

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

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