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SOLICITATION TYPE	Request for Proposals (“RFP”)
SOLICITATION IDENTIFICATION NUMBER	MHA-11-R-2023
SOLICITATION TITLE	GENERATOR MAINTENANCE REPAIR AND RENTAL SERVICES
ISSUE DATE	October 16, 2023
CLARIFICATION INQUIRIES METHOD OF SUBMISSION	http://procurement.mobilehousing.org
CLARIFICATION QUESTIONS & INQUIRIES DEADLINE:	October 30, 2023 by 2:00 P.M., CST
PROPOSALS DUE DATE AND TIME	November 16, 2023 by 2:00 P.M., CST
METHOD OF SUBMISSION	Proposals will only be accepted by electronic submission at: http://procurement.mobilehousing.org <i>No other form of response to the RFP will be accepted.</i>

RFP No. MHA-11-R-2023
Generator Maintenance Repair and Rental Services

MOBILE HOUSING AUTHORITY
MOBILE, ALABAMA

REQUEST FOR PROPOSALS

Generator Maintenance Repair and Rental Services

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MOBILE HOUSING AUTHORITY
MOBILE, ALABAMA

REQUEST FOR PROPOSALS

Generator Maintenance, Repair and Rental Services

Mobile Housing Authority is soliciting proposals from qualified firms interested in providing Generator Maintenance, Repair and Rental Services to the Mobile Housing Authority, and/or its for-profit and non-profit subsidiaries, affiliates and related companies, (collectively referred to in this solicitation as “Mobile Housing Authority” or “MHA”).

All applicable procurement actions¹ 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 on or before the submission deadline date.

1.1 COMMUNICATIONS

All communications regarding this RFP shall be in writing and must be submitted through MHA’s procurement website.

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.

¹ 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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Tuwana Williams, Chief Procurement Officer
c/o Acquisition and Management Services Office
P.O. Box 1345
Mobile, Alabama 36633-1345
twilliams@mobilehousing.org

- 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 Authority. A present or former member or officer of MHA's Authority 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.
 - 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

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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 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

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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 3,409+ units of affordable housing fixed in some thirteen (13) communities within the City of Mobile, Alabama and in other portions of Mobile County, Alabama; (ii) the management of approximately 3,900+ 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. 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 the affiliated companies will be designated as "MHA." MHA's annual financial resources approximate \$53+ Million. The Mobile Housing Authority currently has 75 employees.

2.2 DESCRIPTION OF SERVICES

A. Generator Maintenance Repair and Rental Services. The Services in this category relate to providing advice and analytical services to MHA providing full routine and preventive maintenance service for the listed equipment including 24-hour emergency service. Such Services may include, but not be limited to, the following:

- 1) **Schedule A.** The contractor shall provide Generator Maintenance Service for the Mobile Housing Authority for the units listed in Schedule "A".
- 2) **Specifications.** The intent of these specifications is for the contractor to provide full routine and preventive maintenance service for the listed equipment including 24-hour emergency service.

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- 3) **Response Time**. Contractors are required to supply repair service within a three (3) hour period for emergency failures, twenty-four hours a day seven days a week and be able to acquire all repair parts as necessary.
- 4) **Inspection**. Generators are to be inspected on a quarterly basis. One inspection will be full service that will include oil and filter changes and will also include a two-hour load bank test. Inspections will meet or exceed requirements set-forth by the state or governing body.
- 5) **Reports**. Contractor to provide written and electronic status reports within five (5) days of inspection. Status reports to give analysis of systems and recommendations for repairs (if applicable). All reports are to be prepared in duplicated with distribution to (1) the site where the inspections were performed and (2) the Contract Administrator or designee.

B. Company Qualifications. The contractor must be in the full-time business of selling, installing, inspecting, testing, servicing maintenance, and Rental Services of auxiliary power equipment (generators). Such Services may include, but not be limited to, the following:

- 1) Company must furnish three (3) references where Generator maintenance is currently being performed.
- 2) Successful bidder must have a technician available on a 24-hour basis, 365 days a year.
- 3) All technicians shall be Industrial Level II or III Certified Technicians for repairing and maintenance of generators and the realm of components.
- 4) A listing of all technicians to perform work under this contract and proof of their training, license, and certifications as applicable, must accompany proposal.

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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.** 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.
- 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

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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 a 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 references/work 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.

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3.2 WEIGHTED TECHNICAL CRITERIA

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

TECHNICAL CRITERIA FACTOR	MAXIMUM POINTS
<p><u>Company Background and Approach</u> The evaluation of the proposals for this factor will be based on the soundness and quality of the Respondent's Company Background for providing the required services, including Respondent's understand of the scope, extent, and impact of the proposed work, overall quality of Company Background including demonstration of an understanding of the requirements of the RFP and the technical ability and professional competence of proposed staff to provide the required services (20 points).</p>	20
<p><u>Qualifications and Key Personnel.</u> The evaluation of the proposals for this factor will be based on the quality and adequacy of the knowledge, skills, pertinent experience of proposed key attorney(s), key persons, personnel, and their availability to work on the subsequent contract for this RFP (30 points).</p>	30
<p><u>Previous Experience.</u> The evaluation of the proposals for this factor will be based on MHA's evaluation of: (i) the adequacy of the previous successful experience providing the required services, (ii) the similarity of the experience to the services required in this solicitation, (iii) the results of any consultation that Mobile Housing Authority chooses to conduct based upon the references and/or client list submitted by Respondent or otherwise generated by MHA, (iv) prior positive and/or negative experience(s) of MHA with the Respondent, if any, and (v) Respondents demonstrated record of extensive public sector work civil and criminal litigation and other matters involving federal, state and local government agencies and programs, especially as related to public housing authorities. Note: all sub-components listed in this Criteria Factor may not be given the same weight (25 points)</p>	25
<p><u>Fee Proposal.</u> 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. (25 points)</p>	25
<p>TOTAL TECHNICAL CRITERIA FACTOR POINTS.....</p>	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 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
- 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. Contractor will also be required to possess a City of Mobile Business License.

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

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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

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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 Authority 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.

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- 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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<u>Schedule</u> "A" SITE	GENERATOR MFG	ENGINE MFG.	TRANSFER SWITCH	COST FOR QUARTERLY INSPECTION (3 TIMES A YEAR) I	COST FOR <u>FULL SERVICE</u> WITH LOAD BANK TEST II
AL 2-16, FRANK W. BOYKIN TOWERS 1600 MICHIGAN AVE.	CUMMINS 440FDR7012- H-1W	CUMMINS NT855-G3	RUSS ELECTRIC	Cost each \$ _____ Total 3 \$ _____	\$ _____
AL 2-12, CENTRAL PLAZA TOWERS, 304 BUILDING 300 BAYSHORE AVE.	KOHLER 250REOZJE	CUMMINS 6090HF484	KOHLER	Cost each \$ _____ Total 3 \$ _____	\$ _____
AL 2-15, CENTRAL PLAZA TOWERS, 302 BUILDING 300 BAYSHORE AVE.	STATELINE SJ-250	CUMMINS 6090HF485	KOHLER	Cost each \$ _____ Total 3 \$ _____	\$ _____
AL 2-12/15 CENTRAL PLAZA TOWERS, ASSISTED LIVING 306 BUILDING 300 BAYSHORE AVE.	KOHLER 300REOZV	VOLVO TZ1240GE	KOHLER	Cost each \$ _____ Total 3 \$ _____	\$ _____
RV TAYLOR PLAZA 1517 PLAZA	KOHLER 125ROZ71	WHITE HERCULES D4800TZX180	THOMAS TECHNOLOGY	Cost each \$ _____ Total 3 \$ _____	\$ _____

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DOWNTOWN RENAISSANCE 350 BLOODGOOD STREET	STATELINE SP-80	PERKINS 3366/1800	G.E.	Cost each \$ _____ Total 3 \$ _____	\$ _____
			TOTAL COLUMN I	\$ _____	
			TOTAL COLUMN II	\$ _____	
GRAND TOTAL COLUMN I & II				\$ _____	
GRAND TOTAL OF SCHEDULE "B"				\$ _____	
GRAND TOTAL OF ALL OF THE ABOVE X 2 YEARS				\$ _____	

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SCHEDULE "B"

GENERATOR MAINTENANCE AND REPAIR FOR THE MOBILE HOUSING AUTHORITY

LABOR COST / MATERIAL MARK-UP

THE CONTRACTOR IS TO PROVIDE THE FOLLOWING COSTS ASSOCIATED WITH
MAINTENANCE, REPAIR AND RENTAL SERVICES OF GENERATORS:

1. REGULAR PER HOUR MAINTENANCE COST:
80 hours @ _____ =: \$ _____

 2. COST PER HOUR AFTER HOUR SERVICE
(BEGINNING at 4:30 pm) CALLS, INCLUDING
SATURDAYS, SUNDAYS, AND HOLIDAYS:
30 hours @ _____ =: \$ _____

 3. MILEAGE COST ASSOCIATED WITH AFTER
HOURS SERVICE CALLS:
200 Miles @ _____ =: \$ _____

 4. MARK-UP COST-PRICE OF MATERIALS
BASED ON \$4,000 WORTH OF PARTS
\$4,000 x _____ %=: \$ _____

 5. RENTAL SERVICES OF 350,000 KW GENERATOR
FOR 14 CALENDAR DAYS @ _____ PER DAY X 14
DELIVERY, SER UP AND ALL RELATED
COMPONENT =: \$ _____
- TOTAL COST OF ITEMS 1-5 \$ _____
- ADD TO SCHEDULE (A) \$ _____

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***NUMBERS ARE FOR BID DETERMINATION ONLY**
GENERATOR MAINTENANCE AND REPAIR FOR THE MOBILE HOUSING
AUTHORITY
SCHEDULE "C"

THE FOLLOWING SERVICES ARE PERFORMED AT EACH INSPECTION:

I. ENGINE

1. Verify and record oil pressure and water temperature.
2. Test all safety shutdown circuits and alarms, including: over speed, over crank, low oil pressure, high water temperature, and low coolant level.
3. Inspect air intake system, including air filter condition, crankcase breather, and turbocharger.
4. Inspect muffler system and drain condensation trap (if applicable) and verify rain cap operation.
5. Inspect engine starting system, verify cable integrity, and connections.
6. Inspect exhaust flex coupling and piping for leaks and proper connection.
7. Check for abnormal vibration or noise.

II. GENERATOR

1. Inspect and lubricate generator and bell bearing.
2. Inspect brushes, brush holders, and commutator.
3. Inspect cooling screen and general condition of alternator.
4. Inspect for abnormal vibration.
5. Verify connections and insulation condition.
6. Verify proper operation of shunt trip on mainline circuit breaker (if applicable).

III. BATTERY AND BATTERY CHARGER SYSTEM

1. Clean all battery terminals and verify integrity of cables and connectors.
2. Load test battery.
3. Measure specific gravity of each battery cell.
4. Inspect electrolyte level and add fluid if necessary.
5. Verify proper operation and float voltage of external battery charger.
6. Verify and record output of engine alternator.

IV. FUEL SYSTEM

1. Inspect all fuel lines and hoses for visual leaks and general condition.
2. Inspect day tank and float assembly for proper operation and leaks.
3. Inspect fuel pump for leaks.

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4. Verify proper operation of governor, and governor linkage (where applicable).
5. Check level of fuel in primary supply tank and notate quantity.
6. Drain water and sediment from fuel filter and fuel supply tanks (when practical).

SCHEDULE "C"

THE FOLLOWING SERVICES ARE PERFORMED AT EACH INSPECTION:

V. COOLANT SYSTEM

1. Inspect all clamps, verify the condition of all hoses and identify any visual leaks.
2. Verify proper operation of engine jacket water heater.
3. Test coolant freeze point and verify coolant level.
4. Test coolant additive package (DCA) for proper corrosion inhibitors.
5. Inspect belt condition and tension; correct as required.
6. Inspect radiator core for visual blockage or obstructions.
7. Inspect for proper operation of intake louvers, motorized or gravity (if applicable).
8. Verify proper operation of remote radiator and belt condition (if applicable).

VI. CONTROLS

1. Verify and record output voltage and adjust voltage regulator, if necessary.
2. Calibrate control meters.
3. Verify and record output frequency and adjust governor, if necessary.
4. Verify operation of all lamps on control panel.
5. Inspect for any loose connections, terminals, or discoloration.

VII. AUTOMATIC TRANSFER SWITCH

1. Verify proper operation of exerciser clock; adjust if necessary
2. Provide visual inspection of all contacts and connection points.
3. Perform building load test, if practical, and inspect for proper transfer and retransfer.
4. Verify operation of all lamps on control.

THE FOLLOWING SERVICES ARE PERFORMED ANNUALLY:

VIII. LOAD BANK TESTING (ANNUALLY)

1. Perform resistive load bank test at 80% of generator nameplate capacity.
2. Record all performance data in fifteen-minute intervals including: oil pressure, water temperature, voltage, and frequency.
3. Identify proper operation of fuel system, cooling system, and overall condition of engine/generator set.

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4. Load bank testing performed with no interruption to the normal power supply.

SCHEDULE "C"

THE FOLLOWING SERVICES ARE PERFORMED AS NEEDED:

IX. ADDITIONAL SERVICES AND REPAIRS

1. The contractor, upon notification by the Superintendent of Maintenance or designee will assess needed field repairs, contact the Mobile Housing Authority with cost estimates and after receiving written approval, work shall then proceed.

***Notice:** The Mobile Housing Authority will not pay for services performed without the written approval of the Mobile Housing Authority's Contract Administrator or Approved Designee.

After Hours: weekends, holidays, and work performed after hours (4:30 p.m.)

In lieu of issuing a written estimate, the contractor will accept a verbal confirmation from an authorized representative before proceeding with work followed up with a written estimate for the next business day. The contractor will be issued a written approval the next business day.

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, notarize (where required) and submitted with each Respondent’s Response to the RFP.

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REQUIRED FORMS CHECKLIST

NO.	DESCRIPTION	INITIAL COMPLETE
1.	Fee 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.	Form HUD-5369-B Instructions to Offerors Non-Construction Contracts <i>*(Instructional form do not return)</i>	
5.	Form HUD-5369-C Certifications and Representations of Offerors Non-Construction Contracts	
6.	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)
_____ % | <input type="checkbox"/> Public-Held
Corporation
_____ % | <input type="checkbox"/> Government
Agency
_____ % | <input type="checkbox"/> Non-Profit
Organization
_____ % |
|--|--|--|--|

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

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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.

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(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]

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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 Authority 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 Non-Segregated 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.

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

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

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

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- 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 Deputy Order 11246 and the rules and regulations of the Secretary of Labor. We furnish all reports and information required by Deputy 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 Deputy 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 Deputy 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]