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SOLICITATION TYPE	Request for Proposals (“RFP”)
SOLICITATION IDENTIFICATION NUMBER	MHA-13-R-2023
SOLICITATION TITLE	HOUSING CHOICE VOUCHER CONTRACT ADMINISTRATION
ISSUE DATE	December 15, 2023
CLARIFICATION INQUIRIES METHOD OF SUBMISSION	http://procurement.mobilehousing.org
CLARIFICATION QUESTIONS & INQUIRIES DEADLINE:	December 29, 2023 by 2:00 P.M., CST
PROPOSALS DUE DATE AND TIME	January 16, 2024 by 2:00 P.M., CST
METHOD OF SUBMISSION	<p>Proposals will only be accepted by electronic submission at: http://procurement.mobilehousing.org</p> <p><i>No other form of response to the RFP will be accepted.</i></p>

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

**MOBILE HOUSING AUTHORITY
MOBILE, ALABAMA**

REQUEST FOR PROPOSALS

HOUSING CHOICE VOUCHER CONTRACT ADMINISTRATION

Table of Contents

Housing Choice Voucher Contract Administration.....	4
SECTION 1 – GENERAL INSTRUCTIONS TO RESPONDENTS.....	4
1.1 COMMUNICATIONS	4
1.2 CODE OF STANDARDS	5
1.3 MODIFICATION OF SOLICITATION	7
1.4 MODIFICATION OF CONTRACT	7
1.5 NEW EQUIPMENT	7
1.6 TAXES	7
1.7 CONTRACTOR STATUS	7
1.8 FUNDING LIMITATIONS.....	7
1.9 GOVERNMENT RESTRICTIONS	7
1.10 SECTION 3.....	7
1.11 DUE DILIGENCE.....	7
SECTION 2 – SCOPE OF WORK.....	8
2.1 DESCRIPTION OF MHA	8
2.2 DESCRIPTION OF SERVICES	8
2.3 PERIOD OF PERFORMANCE.....	14
SECTION 3 – TECHNICAL REQUIREMENTS	14
3.1 PROPOSAL RESPONSE REQUIREMENTS	14
3.2 WEIGHTED TECHNICAL CRITERIA	16
3.3 TIME FOR RECEIVING PROPOSALS.....	16
3.4 EVALUATION OF PROPOSALS.....	16
3.5 OTHER PROPOSAL EVALUATION INFORMATION	17
SECTION 4 – ADDITIONAL REQUIREMENTS OF THE CONTRACTOR	18
4.1 MANDATORY SUBMITTALS	18
4.2 LICENSES / PERMITS	19
4.3 INSURANCE REQUIREMENTS	19
4.4 EXECUTION OF CONTRACT.....	20
4.5 LAWS AND REGULATIONS	20
4.6 INDEMNIFICATION.....	20
4.7 CONTRACTOR NOT AN AGENT	20
4.8 RIGHT TO AUDIT.....	20
4.9 RETENTION OF RECORDS.....	20

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

4.10	LIMITATIONS	21
4.11	CONTRACT ADMINISTRATOR.....	21
4.12	DISCUSSIONS/NEGOTIATIONS	21
4.13	CONTRACT ENFORCEMENT.....	21
4.14	TERMINATION OF CONTRACT FOR CONVENIENCE	21
4.15	NO GUARANTEED MINIMUM.....	22
4.16	REPORTING/AUDITING REQUIREMENTS.....	22

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

MOBILE HOUSING AUTHORITY
MOBILE, ALABAMA

REQUEST FOR PROPOSALS

Housing Choice Voucher Contract Administration

Mobile Housing Authority (“MHA”) is soliciting proposals from qualified firms interested in providing Contract Administration for the Housing Choice Voucher Department and/or its for-profit and no-profit subsidiaries, affiliates and related companies.

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.

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

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

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

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

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

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 twelve (12) 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 83 employees.

2.2 DESCRIPTION OF SERVICES

The Contractor shall supply such goods, legal and business services and/or activities as may be necessary to fulfill the requirements of this solicitation. In the delivery or performance of the goods and legal and business services, the Contractors shall use its best efforts to provide the goods and legal 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 soundest 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.

SCOPE OF WORK

A. Mobile Housing Authority is looking to contract with a qualified firm for three (3) Management positions, ***Program Administrator, Policy Analyst and HQS/Nspire Certified Inspection Manager*** in the Housing Choice Voucher Program Department. The selected contractor will manage and oversee all areas of the Housing Choice Voucher Program and MHA staff within the control of MHA. This includes but is not limited to establishing standard operating procedures and corrective action plans, drafting operational plans and reports, providing recommendations regarding staffing decisions and supervise and monitor MHA staff activities related to program administration, and recommending policy to the MHA. This includes the related program of Project Based Vouchers and FUP. The contractor will be expected to work closely with the Relocation team where necessary, also creating and administering any landlord incentive program as may be deemed necessary by MHA.

B. The selected contractor shall administer the eligibility and waiting list portions of the program and provide initial, annual, and interim income eligibility reviews (certifications and re-certifications) and Housing Quality Standards (HQS) inspections utilizing MHA staff. The MHA believes that the HCV Program should select suitable applicants; therefore, the selected contractor must assure the MHA screening processes and follow-up inspection activities will be of the highest quality. The contractor will be responsible for operating the FSS program. Approximately 127 current HCV tenants are enrolled. MHA will seek grants to fund the program cost as available by HUD. If not, the contractor is expected to budget the FSS program, management/administration and reporting cost into the HCV Department. The contractor will be expected to encourage participation by all HCV residents and should be able to provide documentation to the Authority to support such encouragement. MHA has an existing FSS plan, but no active committee currently.

C. Within 45 days of the start of this contract, the selected contractor will have completed a review of the program and will submit to the Chief Executive Officer a comprehensive operational and corrective action plan. The plan of operation that includes staffing expectations, organizational structure, identification of key personnel, method of reporting both to MHA and HUD (VMS, 2-year forecasting tool, & VMS projections tool), and other administrative functions, and identifies any changes in existing operations, if necessary. This plan shall include timelines for implementing and/or achieving the changes and program goals contained in the plan. Such operational plan shall be reviewed by the MHA prior to its implementation. This plan shall become part of the scope of services. The operational plan shall identify the reports that will be provided on a monthly, quarterly, semi-annual and annual basis with examples of their format. Thereafter, the MHA requires the selected contractor to provide a similar operating plan on an annual basis along with the annual operating budget.

D. The contractor must be available on site to perform the scope of work; MHA will make office space available to the awarded respondent. The contractor must have a full-time Executive level person on site while the Policy Analyst position will be Task Order Driven and will be expected to provide daily management and oversight of HCV programs to include:

- Administrative support for the Housing Choice Voucher program, including: recordkeeping, document generation, data tracking, follow-up, mailing and filing as assigned; ensures that assigned work is completed accurately and timely; responds to requests in a prompt and courteous manner;

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

identifies administrative needs of the program and develops appropriate solutions and/or recommendations.

- Oversee HQS Inspections, scheduling, quality control and abatements.
- Performs SEMAP reporting, including monthly, quarterly and annual PIC reporting.
- Maintains waiting list(s) for Housing Choice Voucher Program(s).
- Compiles Authority statistics relating to properties and affiliated properties, including fair housing and resident demographics, including rent reasonableness.
- Establishes and maintains HUD-required statistical reports and assists with HUD monitoring and reviews.
- Conducts regular quality control of staff activities in HCV department to ensure compliance with all applicable HUD, SEMAP, State, local, and MHA regulations.
- Participates in staff meetings with the Chief Executive Officer and other Authority personnel; attends training workshops as required at no cost to contractor.
- Conducts tenant and applicant interviews and orientation meetings with new residents and landlords to discuss all aspects of contract obligations under the HCV program.
- Conducts informational briefings with residents and periodic meetings with property owners, managers, and agents.
- Reviews data regarding proposed rent adjustments (interims); approves or denies adjustments.
- Serves as a liaison between residents and landlords to resolve problems that affect the housing programs; conducts informal hearings and informal reviews and renders decisions when resident housing is in question, as needed.
- Processes termination of residents or landlord participation in programs when contractual terms are violated.
- Oversee HQS inspections conducted by contracted inspections firm for move-ins, annual recertifications and special HQS inspections including outstanding inspections; uses data to determine rent reasonableness; performs quality control inspections.
- Monitors all HCV files and folders regarding tenants, HQS Inspections, and Rent Reasonableness data, records, ensuring that they are properly secured and that they comply with HUD regulations and Authority policies.
- Certifies and prepares families for incoming and outgoing ports.
- Provides monthly management reports to MHA Executive Leadership and Board on utilizations, inspections, recertifications, HAP Payments, abatements and terminations.

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

- Works with Finance Department in processing month end requisition in processing all HAP and UAP payments.
- Oversee all MHA HCV Program staff that will perform the various activities of the contract and their roles, to include their resumes or a summary of their experience making recommendations for evaluation and training MHA HCV staff.
- Provides ongoing training to HCV staff as needed to ensure their capability to perform their duties.

E. MHA HCV Program staff to be managed by the selected firm in accordance with MHA policy handbook, with input from the Chief Executive Officer on major staffing decisions. Examples of decisions requiring MHA involvement include organizational structure, staffing levels, discontinuation of staff, or other such decisions at MHA discretion. Examples of staffing decisions to be made by selected firm without direct MHA input include recruitment, hiring and training of new staff; performance reviews; personnel matters, disciplinary measures, discontinuation of front-line staff, and other similar staffing matters.

F. MHA Chief Executive Officer to meet monthly with contractor to review program reports, updates, and progress.

G. The software currently used for the MHA Housing Choice Voucher and related programs is Yardi Software. MHA will retain the use of the Yardi Software system at this juncture. However, software changes could be instituted during the contract period. Hardware must meet specifications needed to run the software.

H. MHA to set policies, as determined in the MHA's Administrative Plan, for HCV Program delivery, background checks, customer service, and similar matters.

I. Engage local, state, and federal policymakers to enhance and strengthen the HCV and related Programs.

J. Recordkeeping and reports regarding denials, terminations, hearings conducted and results, collection of debts from landlords, fraud/ unreported income repayments, etc.

K. Proactively work to reduce, discover, and combat fraud.

Special Programs

In addition to the above core functions, the contractor shall administer the following special programs:

a. Tenant Based Rental Assistance Program

The purpose of this program is to use existing infrastructure for the Housing Choice Voucher program to administer TBRA programs — reduce duplication of efforts. Combine supportive services with housing assistance to address needs of special needs populations.

b. Mainstream for Persons with Disabilities

The purpose of this program is to increase the supply of housing opportunities available to very low-income persons with disabilities by providing them with rental vouchers or certificates to access the private rental market. Key Goal — Access to mainstream rental housing.

c. Homeownership

MHA will continue to administer the HCV homeownership assistance option, and assist in screening families for eligibility, to transition from tenant-based assistance to homeownership assistance and explore paths towards homeownership, including referral to the City of Mobile HOPE initiative, local Community Development Housing Organizations (CDHO) with mortgage-ready homes, and to private market lenders

d. Applications for Additional Funds

During the contract period, it is likely that HUD will publish Notices of Funding Availability (NOFA's) for new increments of Certificate, Voucher, Moderate Rehabilitation SRO, Disaster, or other HCV program funds. The Contractor shall prepare recommendations for applications on behalf of MHA to HUD for such additional funding or similar program funds.

e. VASH Program

The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). VA provides these services for participating Veterans at VA medical centers (VAMCs) and community-based outreach clinics.

Some of the initiatives MHA expects the Contractor to provide includes:

1. Grow landlord participation in the HCV Program including the design and implementation of an expanded landlord incentive program, in part to support the placement of an estimated 84 remaining families in receipt of Tenant Protection Vouchers (TPVs) in 2024 because of MHA asset repositioning actions. Also providing support to TPV families that may include but not limited to expedited review and processing of request for tenancy approval forms and prioritized scheduling of initial inspections for unit approval. The current HCV Program Administration has convened a landlord council and conducts bi-annual Landlord conferences and administers various incentive programs for its special voucher programs.
2. Ensure the successful execution, management, and completion of the placement of approximately 300 Project-Based Vouchers across four awarded properties at various stages of development.
 - a. One 96-unit property is currently under AHAP and is being constructed with anticipated delivery in the summer of 2024.

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

- b. Three developments totaling 210 units are at the pre-AHAP stage, currently processing Environmental Reviews and Subsidy Layering Reviews (SLRs). The SLRs will be processed by HUD and will require the contractor to initiate this process.
3. The Contractor will be responsible for ensuring the successful administration of these new PBV vouchers, coordination with the respective property management agents and the supplying these property managers with an ample supply of MHA approved waitlist prospects so property leasing is occurring within agreed upon timelines, so vacancy payments are minimized.
4. The Contractor will be required to contribute content and layout for the agency's updated website. The HCV Section of the MHA website will be populated with the Contractor provided layout and content.

MHA has applied for HUD's Housing Mobility-Related Services Notice of Funding Opportunity (NOFO) FR-6700-N87. MHA requires the respondent to submit pricing for the implementation, management, and execution of this optional task. MHA is examining its resources for implementation and management of this NOFO and would like the flexibility to exercise the option to contract this function.

Key Personnel

The personnel specified should be considered essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the Contracting Officer in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer, provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer. The Schedule may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

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2.3 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 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

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

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
<u>Qualifications and Experience</u> -The Proposer’s experience and success in performing the activity required, that is administering a Housing Choice Voucher Program of this size, Project Based Vouchers and/or FUP vouchers (while credit will be given for managing other low-income housing program in general, maximum credit will be given for actual HCV and related program experience (30 points)).	30
<u>Approach/Methodology</u> -Understanding the issues involved, approaches to address the issues, strength of proposed organizational structure, quality of reporting forms and systems, emphasis. on communicating with the MHA. (25 points)	25
<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)	25
<u>References</u> - The quality of the references will be awarded maximum points. (20 points)	20
TOTAL TECHNICAL CRITERIA FACTOR POINTS.....	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

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

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 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.

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

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 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.
- 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

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

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.

**RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration**

EXHIBIT "A" – HOUSING CHOICE VOUCHER ADMINISTRATION RFP FEE PROPOSAL FORM	
<p>Instructions: All offers must be submitted on the Housing Choice Voucher Contract Administration RFP Fee Proposal Form provided by the Mobile Housing Authority ("MHA"). Offers shall include all travel expenses, wages, 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 <i>Base Contract Period</i> (i.e., 1 year). If the Offeror wishes to include additional information related to fees and costs, the Offeror may do so with attachments.</p>	
Description of Services	Base Contract Period <u>HOURLY RATE</u>
A. Program Administrator	
<ul style="list-style-type: none"> • Describe terms (if applicable): _____ _____ 	
Policy Analyst: _____	\$ _____
HQS/NSPIRE Certified Inspections Manager _____	\$ _____
_____	\$ _____
<ul style="list-style-type: none"> • General Expenses (i.e., airfare, rental vehicle, lodging, per diem etc.) 	\$ _____
<ul style="list-style-type: none"> • Total Per Diem (if applicable) 	\$ _____
<ul style="list-style-type: none"> • Other Reimbursable Expenses 	\$ _____
B. Special Pricing Discounts – Please briefly describe any special pricing discounts or other savings proposed for this solicitation. (Note: if the space below is insufficient, please attach an additional sheet)	
<ul style="list-style-type: none"> • <u>Special Pricing Discounts:</u> 	
C. Signature	
_____ 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, notarize (where required) and submitted with each Respondent’s Response to the RFP.

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:

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

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.

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

(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]

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

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.

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

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.

RFP No. MHA-13-R-2023
Housing Choice Voucher Contract Administration

- 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]