

Request for Proposal
For
Employee Benefit Broker / Consulting Services

Addendum No. 2

June 9, 2022

REVISION FROM ORIGINAL RFP

Revision 1: Please note that, in accordance with the terms of the original RFP, as amended, the submission deadline had been extended. The Housing Authority of St. Louis County will continue to accept submissions through July 6, 2022, at 3:00pm.

No other provisions of the RFP are affected by this addendum. All other terms and conditions from the RFP shall remain in effect.

Addendum No. 1

Date: June 7, 2022

INSTRUCTIONS

Offerors shall include either in the proposal cover page or as a separate memorandum the following: "Offeror confirms that it has read and understands the information contained in Addendum No. 1."

Answers to questions received are provided in red below.

- Does the Housing Authority have a preferred method of compensating their broker for services rendered?
 - As indicated in the RFP, the Authority is interested in proposals for compensation. A preference was not indicated.
- Can the Housing Authority evaluation committee share the criteria (and the weightings on each criteria) that will be used to make a decision regarding your broker?
 - The Authority will be evaluating based on Qualifications, Experience, Proposed Fess and References. The Authority cannot disclose the weight for each category.
- Will the Housing Authority award all lines of coverage under your benefit program to the broker you choose, including Retirement Plan 401 and 457 deferred comp?
 - Retirement Plan 401 and 457 deferred comp will not be a part of the award. Items was listed for informational purposes only.
- Are there any areas of the current broker's services that the Housing Authority is not pleased with and believes must be upgraded?
 - The Authority has taken the opportunity to seek proposals for services. We are looking to offer this most comprehensive and advantageous package available to our staff.
- We know HASLC uses Paycor for payroll but is HASLC also using Paycor's benefit administration technology? If yes, are additions/terminations/changes communicated to the carriers electronically? Are you able to share the fee for the benefit platform? If so, what is the fee?
 - Yes, but The Authority is not releasing a fee schedule for the benefit platform for this procurement.

SOLICATION NUMBER: HASLC-RFP-22-P-01

Request for Proposal

FOR

Employee Benefit Broker / Consulting Services

BY

HOUSING AUTHORITY OF ST. LOUIS COUNTY-WELLSTON
8865 NATURAL BRIDGE
ST. LOUIS, MO 63121

PROPOSALS ARE DUE AT THE ADDRESS OR EMAIL SHOWN BELOW
NO LATER THAN:

June 06, 2022, no later than 3:00pm Central Standard Time

HOUSING AUTHORITY OF ST. LOUIS COUNTY
ATTN: PURCHASING DEPARTMENT
8865 NATURAL BRIDGE
GRAY DROP BOX ON FRONT PARKING LOT
ST. LOUIS, MO 63121

ELECTRONIC SUBMITTAL:
EMAIL: purchase@haslc.com or hr@haslc.com

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP AT THE OFFICES OF THE HOUSING AUTHORITY OF ST. LOUIS COUNTY (HASLC) ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR. HASLC WILL IN NO WAY BE RESPONSIBLE FOR ANY DELAYS CAUSED BY THE UNITED STATES POSTAL SERVICE, PRIVATE COURIER, EXPRESS SERVICE, OR CAUSED BY ANY OTHER OCCURRENCE.

Housing Authority of St. Louis County
Request for Proposals for Employee Benefit Broker/Consulting Services

Dear Sir or Madam,

The Housing Authority of St. Louis County is requesting proposals for an insurance brokerage firm to provide Employee Benefit Brokerage and Consulting Services for the Authority

To submit a proposal please find enclosed:

- a. Section 1: Introduction
- b. Section 2: Scope of Services
- c. Section 3: Governing Rules
- d. Section 4: Proposal Content
- e. Section 5: Terms and Conditions
- f. Submissions of Proposals
- g. Questions
- h. Attachment 2: HASLC's Vendor Registration Form which must be completed and returned with the proposal.
- i. Attachment 3: HUD 5369-B
- j. Attachment 4: HUD 5369-C

Introduction

1.1 Background

The Housing Authority of St. Louis County (the Authority) is a municipal corporation formed under Chapter 99, RSMo. The Authority provides decent, safe, and affordable housing. The Authority ensures equal housing opportunities, promotes self-sufficiency, and improves the quality of life and economic vitality for low- and moderate-income families. The Authority pursues these goals by using existing federal programs.

The following table outlines the Authority key dates and events in this RFP process.

May 08, 2022	RFP is available
May 20, 2022	Last day for Questions and Answers
May 25, 2022	Addendum issued to respond to questions
June 06, 2022	Deadline for receipt of Proposals to Housing Authority of St. Louis County office
June 15, 2022	Oral Interviews with selected respondents
July 07, 2022	Selection completed/contract negotiations begin

Scope of Services

2.1 Pursuant to this RFP, the components of the Services shall include the following, and the successful candidate shall:

- Review and advise on appropriate insurance coverage, carrier contracts, and evidence of coverage including negotiation and placement of insurance
- Place insurance plans and services, including implementation and migration of plans, as needed
- Analyze existing coverage and identify or develop cost saving alternatives.
- Perform research on new benefits for the Authority, which would include surveying the existing workforce, as needed
- Provide compliance, communications, and administrative support
- Act as a liaison and advocate for the Authority in resolving issues
- Track renewal deadlines and provide premium estimates in advance of renewal deadlines each year
- Provide open enrollment service
- Educate employees on their benefit options
- Advise the authority on current and future federal, state, and local mandated regulations

The current employee count is 60 eligible employees, and the benefit program consists of:

- Medical (UHC)
- Dental/Vision (Delta Dental)
- FSA, HSA, and Dependent Care Accounts (TASC)
- Life, STD, LTD (Mutual of Omaha)
- Long Term Care (UNUM)
- Retirement Plan - 401 and 457 deferred comp (Moneta Group)
- Plan Funding Type: Fully insured

2.2 Preparation Costs

The Authority shall not be responsible for proposal preparation costs, nor for other costs, including attorney fees associated with any administrative, judicial, or other type of challenge to the determination of the selected proposer and/or award of the contract and/or rejection of the proposal. By submitting a proposal, each respondent agrees to waive all claims to such costs and fees.

Governing Rules

3.1 Confidentiality

The content of all proposals will be kept confidential throughout the selection and award process. Contents and copies of any proposal will not be shared with other respondents.

3.2 Disposition of Proposals

All materials submitted in response to the RFP shall become the property of the Authority.

3.3 Modifications

Modification to the proposal will not be accepted post submission.

3.4 Late Submissions

Proposals not received prior to the date and time specified will not be considered and will be returned to the proposer unopened.

3.5 Evaluation

A committee of individuals representing the Authority will perform the evaluation of all proposals. Following the evaluation process, the committee may elect to ask respondents to participate in an oral interview before the committee. The purpose of the oral interview is to allow selected respondents expansion and discussion of submitted proposals.

Proposal Content

4.1 Minimum Qualifications

Proposal must include the following information:

- Provide response to questions attachment.
- Provide concise explanations for the basis on which any fee will be calculated.

Proposers may not contact the insurance marketplace nor discuss our account with underwriters until a broker has been awarded the contract.

Terms and Conditions

5.1 The following terms and conditions apply to all proposals:

- The Authority reserves the right to reject any and all proposals submitted; to select one or more responding parties; to modify or cancel this RFP and the review process and/or terminate negotiations at any time. Additionally, any and all RFP project elements, requirements and schedules are subject to change and modification.
- The Authority reserves the right to modify, suspend, or terminate at its sole discretion any aspects of this RFP process, to obtain further information from any and all responding parties, and to waive any defects as to form or content of the RFP or any responses by any party.
- This RFP does not commit the Authority to award a contract, defray any costs incurred in the preparation of a response to this RFP, or contract for any services. All submitted responses and materials to this RFP becomes the property of the Authority. All proposals may be subject to public review, upon request, unless exempted elsewhere in this RFP.
- By accepting this RFP and/or submitting a proposal in response, each responding party agrees for itself, its successors and assigns, to hold the Authority and all of their officers and employees harmless from and against any and all claims and demands, which any such responding company, its representative, agents, contractors, successors or assigns may have against any of them as a result of issuing this RFP, revising this RFP, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a responding party/parties or negotiating or executing an agreement incorporating the commitments of the selected responding party.
- By submitting responses, each responding party acknowledge having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.
- Responses shall be open and valid for a period of ninety (90) days from the due date of this RFP.

Submission of Proposals

To be considered, proposals must be received no later than June 06, 2022, at 3:00PM CST. Proposals received after the deadline identified above will not be considered. Questions about this RFP and electronic submissions should be sent by email to purchase@haslc.com or hr@haslc.com.

Please indicate in e-mail subject field:

- Bid number: HASLC-RFP-22-P-01
- Name of your firm with the title of the attachment

Housing Authority of St. Louis County
 Attn: Carolyn Riddle
 8865 Natural Bridge Rd.
 St. Louis, MO 63121

INSTRUCTIONS: Submit detailed response to each question.

QUESTIONS

1. Firm History and Experience

- a) Provide a brief history of your firm including size, volume of business, locations, number of years in business and business philosophy.

2. Account Team Qualifications

- a) Provide an overview of the account team that would be assigned to *Housing Authority of St. Louis County*.

3. Clients

- a) Describe at least two solutions you have implemented for clients similar to *Housing Authority of St. Louis County* that highlight your benefits consulting expertise.
- b) Provide contact names and phone numbers of 3 references.

4. Services

- a) Provide an overview of your approach to planning effective benefit packages for clients.
- b) Provide an overview of your account support and administration services, including enrollment coordination and ongoing support for *Housing Authority of St. Louis County* employees.
- c) Describe your capabilities in employee communications.
- d) Describe your consulting and educational services in the area of legal compliance.

5. Describe attributes that make you a valuable strategic partner to Housing Authority of St. Louis County.

6. Compensation

- a) Describe how you expect to be compensated for the services outlined in this proposal.

NEW CONTRACTOR FORM

COMPANY NAME _____

ADDRESS: _____

PHONE: (____) _____ FAX: (____) _____

S.S. # OR BUSINESS ID # _____ **W-9 MUST BE ATTACHED**

CONTACT PERSON: _____

EMERGENCY PHONE: _____ HOURS OF AVAILABILITY: _____

IS YOUR COMPANY OWNED/MANAGED BY 51% OR MORE:

a) _____ WHITE _____ BLACK _____ AMERICAN INDIAN/ALASKAN NATIVE

_____ ASIAN/PACIFIC ISLANDER _____ OTHER

b.) _____ HISPANIC _____ NON-HISPANIC

c.) _____ MALE _____ FEMALE

NUMBER OF YEARS IN BUSINESS: _____

NUMBER OF QUALIFIED TECHNICIANS EMPLOYED: _____

NUMBER OF SERVICE VEHICLES AND TOOLS: _____

BUSINESS EXPERIENCE: (list company name, address, and phone number as well as contact person. If you did work as a sub-contractor under a prime contractor please list the complete information on the prime contractor.) Please complete this section in detail; it is our best method of checking your past performance.

1. Have you ever entered into a contract with this agency? If so, please list contract number, when, and the project number.

Other references:

2. _____

3. _____

4. _____

❖ Prior to commencing work all contractors must provide HASLC with a Certificate of Liability Insurance showing the following Insurance is in force:

- a) Commercial General Liability with no less than \$1,000,000 per occurrence.
- b) Automobile Liability with no less than \$1,000,000.00 per occurrence.
- c) Workers Compensation

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title: