

Request for Quotes

The Purchasing Division of Knoxville's Community Development Corporation (KCDC) will receive quotes for the services detailed herein.

Revenue Collections Services

Due Date: February 17, 2012

Due Time: By 11:00 a.m. (as shown by KCDC's clock)

Quote Number: Q1223

Deliver Quotes to: Knoxville's Community Development Corporation
Purchasing Division
901 Broadway N.E.
Knoxville, Tennessee 37917

Faxed/Emailed Responses are acceptable: Yes No

Award Results: KCDC posts the award decision and the tabulation to its web page. Individual notices are normally not mailed or emailed. Please see <http://www.kcdc.org/en/DoingBusiness/SolicitationStatus.aspx> for the details.



Special Instructions to Vendors

1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,800 dwelling units. KCDC also administers approximately 3,700 vouchers through our Section 8 department and has three tax credit properties.
- b. The Business Operations Center of KCDC (known as BOC) is responsible for collections of past due accounts. Currently the BOC makes efforts to collect on past due accounts (normally for a period not longer than sixty days). BOC will turn over delinquent accounts to KCDC's collections service firm informing them of any activity previously undertaken by BOC. The vendor may proceed with their process for collection once account information is given to the collection firm.
- c. To give the vendor some indication of accounts that go to collections information the following information is offered:

	1 st Quarter Dollars	1 st Quarter Accounts	2 nd Quarter Dollars	2 nd Quarter Accounts	3 rd Quarter Dollars	3 rd Quarter Accounts	4 th Quarter Dollars	4 th Quarter Accounts
2005	\$66,064	122	\$191,186	149	\$40,404	99		
2006	\$90,419	219	\$63,528	117	\$64,850	103		
2007	\$156,467	288	\$106,677	88	\$74,688	134		
2008	59,061	76	96,248	125	95,831	110	60,682	86
2009	76,315	106	-	-	252,559	306	-	-
2010	318,330	389	47,542	45	-	-	127,464	178
2011	61,276	95	81,360	101	58,333	74	65,675	78

2. **CODES AND ORDINANCES**

All work covered by these contract documents is to be done in full accord with national code, state and local codes, ordinances, and orders as are in effect at the time of the work.

3. **CONTRACT ADMINISTRATOR**

Following the signing of the contract, all communications concerning the work must be directed to Linda Thomas, 901 Broadway NE, Knoxville, Tennessee 37917. Email contact is preferred at lthomas@kcdc.org.

4. **EVALUATION**

KCDC will evaluate the responses to this solicitation on these factors:

Factor	Maximum Points
Cost to KCDC	20
Proposed Collection Process	40
Capabilities and References	40
Total	100

All bids are subject to a determination of "responsive" and "responsible" prior to award. KCDC is the sole judge as to "responsiveness" and "responsibility" of vendors.

5. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Bidders” in the solicitation document. Instead these instructions may be found at www.kcdc.org. Please click on “Doing Business With KCDC” where you will find the instructions. By submitting a response to this solicitation, the bidder accepts the responsibility for downloading, reading and bidding by the terms and conditions set forth in KCDC’s “General Instructions to Bidders.” The bidder may wish to review certain applicable HUD instructions which can also be found on KCDC’s web site.

6. **INSURANCE**

Upon award, Certificates of Insurance must be provided to KCDC indicating that the vendor carries at least the following minimum levels of insurance. Vendor shall at its sole expense obtain and maintain in full force and effect for the duration of the resulting contract and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this resulting contract. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.

- a. *Commercial General Liability Insurance*: occurrence version commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this resulting contractor or be no less than two times the occurrence limit.

Such insurance shall:

1. Contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
2. For any claims related to this project, contractor’s insurance coverage shall be primary insurance as respects to KCDC, its officers, officials, employees, and volunteers. Any insurance covering KCDC, its officials, officers, employees, and volunteers shall be excess of Vendor’s insurance and shall not contribute with it.
3. At the sole discretion of KCDC, dedicated limits of liability for this specific project may be required.

- b. *Automobile Liability Insurance*: including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards.

- c. *Workers’ Compensation Insurance*: maintain workers’ compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers’ liability insurance with limits of not less than \$500,000. Vendor shall require each of its subcontractors to provide Workers’ Compensation for all of the latter’s employees to be engaged in such work unless such employees are covered by Vendor’s workers’ compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of KCDC.

d. *Other Insurance Requirements.* Vendor shall:

1. Upon award, furnish KCDC with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to KCDC's Contracting Officer.
2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
5. Require all subcontractors to maintain during the term of the resulting contract Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Vendor. Vendor shall furnish subcontractors' certificates of insurance to KCDC without expense immediately upon request.
6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
7. The insurer shall agree to waive all rights of subrogation against KCDC, its officers, officials and employees for losses arising from work performed by the contractor for KCDC.
8. All policies must be written on an occurrence basis. Use of policies written on claims made basis must be approved by KCDC and retroactive dates and/or continuation dates must be provided to KCDC prior to commencement of any work performed.
9. Completed Operations Insurance. Contractor shall procure and shall maintain liability coverage that shall include completed operations coverage. Contractor shall maintain such coverage for a period of two (2) years from the date of KCDC's final acceptance of the project.

7. **LENGTH OF AWARD**

The length of the contract will initially be 12 months. The contract will have four one-year optional renewals that may be exercised upon KCDC's request.

8. **PRICE STRUCTURE**

Bidders are to quote a specific price for these services and the price shall remain firm for at least twelve months. At the end of each twelve-month period, the awarded vendor may request a price increase on one or more items covered by this solicitation. Proof of price increase to the vendor must be supplied to the Purchasing Division of KCDC. Prices may be lowered at any time with or without notice. KCDC will decide whether or not to accept the price increase. If the price increase is accepted, the bid file will be so noted. If the price increase is not accepted, the vendor may:

- a. Resubmit a revised price increase request.
- b. Continue with the contract as it is currently written.
- c. End the contract.
- d. Price decreases are allowed at any time with or without notice.

9. **QUESTIONS**

Questions pertaining to this document should be submitted via email with “Questions about Revenue Collection Services Q1223” in the subject line, no later than 4:00 p.m. (KCDC time) one week prior to the proposal due date to purchasing@KCDC.org. The answers to substantial questions will be posted as addenda on KCDC’s web page for all interested parties to review.

10. **REQUIREMENTS CONTRACT**

Any agreement resulting from this solicitation will be an “open-end” type of agreement and there is no guarantee that any specified or minimum level of services will be required by KCDC or provided by the vendor.

It is understood that KCDC intends to use the successful bidder for these services but that KCDC reserves the right to purchase these services elsewhere if it is in KCDC’s best interest.

11. **SECTION 3 OF THE HUD ACT OF 1968**

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

- a. Recipients and vendors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and vendors must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.

- c. Recipients and vendors must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? By recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.
- e. All contracts awarded are subject to Section 3 requirements. Bidder shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful vendor will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful vendor will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.
- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 1. Is at least 51% owned by a Section 3 resident; or
 2. Employs Section 3 residents for at least 30% of its employee base; or
 3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.

12. **SUBCONTRACTORS**

- a. Subcontractors must be approved by KCDC prior to them starting to work. Subcontractors must not be on the Debarment List as published by the United States Department of Housing and Urban Development.
- b. Subcontractors must meet the same requirements as the general bidder. These include but are not limited to insurance and licensing laws.
- c. Vendors may not use the services of other vendors/subcontractors not named in the bid without prior written permission from KCDC. If at any time during the term of the resulting contract, a vendor adds or changes any subcontractor, he or she shall promptly notify KCDC, in writing, of the names and addresses of each new subcontractor. The vendor shall be completely responsible for the actions of its subcontractors, the same as if the vendor directly employed them.

Scope of Work

1. GENERAL

KCDC will require the collection firm to maintain records reflecting efforts to make collection. These records shall show methods used and dates of efforts. These reports need to be available to KCDC on line. KCDC expects the collection firm to make some type of effort at least every sixty days on accounts deemed active. Once the collection firm deems an account inactive the account will return to KCDC. KCDC's desire would be that the collection firm would make efforts to collect for at least one year although it knows that some accounts will be deemed inactive prior to being active a full year. Inactive accounts will be returned to KCDC at least quarterly. KCDC will only be obligated to pay the collection firm fees (as outlined in this solicitation) on active accounts.

2. KCDC RESPONSIBILITIES

KCDC will provide to the successful respondent and/or be responsible for the following:

- a. From time to time to turn over delinquent accounts to the collection firm. KCDC represents that any account which it turns over to the collection firm are legally due and owed. KCDC shall provide to the collection firm source documentation for any and all accounts due and verification of any balance due.
- b. KCDC agrees to pay a fee as outlined by the firm in this proposal. KCDC will not pay any fee unless collections occur. KCDC will only pay this fee on active accounts. Active accounts require some method of collection every ninety days (minimum).
- c. KCDC reserves the right to stop any further collection efforts on any account where KCDC feels continued collection efforts would injure its reputation or practice.

3. REPORTS

KCDC requires the successful respondent to provide a listing of "In Active" accounts at least quarterly. Such reports will be emailed or otherwise sent to your KCDC contact person.

4. RESPONDENT'S RESPONSIBILITIES

- a. To be properly licensed, bonded and have capable trained staff as collectors.
- b. To conduct collection activities in compliance with all laws and regulations and indemnify and hold KCDC harmless from any claims related to unlawful collection activity.

Vendor agrees that it will use only legal means to obtain collection of KCDC's accounts once they are turned over to respondent. Vendor further agrees to comply with The Fair Debt Collection Practices Act of 1977, Tennessee Financial Privacy Act and all other applicable laws in its collection practices and procedures and will fully observe and comply with all other federal and state laws, rules, and regulations concerning collection practice.

- c. To pay all court cost, attorney fees and other cost associated with collecting the account if legal action is required.

- d. To understand that the fees are contingent upon collections and are earned at the time of collections.
- e. An accurate monthly report of the status of all collections account be provided to KCDC. KCDC shall be entitled to either itself or through its designated agents or auditors conduct audits of the books and records of the collection firm to verify accounts.


KCDC will require the collection firm (as a minimum) to report quarterly the status of all accounts. Separate reports are to be provided to KCDC by the collection firm on each account by KCDC Program (KCDC currently has less than ten programs). Additionally the vendor will supply a report showing “efforts made” and/or “status” each quarter.

- f. The submission of all gross monies collected to KCDC by the 10th day of the month.

This and the preceding pages need not be returned with your response

Revenue Collection Services Q1223

Solicitation Document A General Response Section
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General Information about the Vendor							
Sign Your Name to The Right of the Arrow							
							
Printed Name and Title							
Company Name							
Street Address							
City/State/Zip							
Contact Person (Please Print Clearly)							
Telephone Number							
Fax Number							
Cell Number							
Vendor's e-mail address (Please Print Clearly)							
<p>Please acknowledge addenda have been issued by checking below as appropriate:</p> <p>None: <input type="checkbox"/> Addendum 1 <input type="checkbox"/> Addendum 2 <input type="checkbox"/> Addendum 3 <input type="checkbox"/> Addendum 4 <input type="checkbox"/> Addendum 5 <input type="checkbox"/></p> <p>Addenda are not mailed but posted at www.kcdc.org. Click on "Doing Business With KCDC" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting your proposal.</p>							
Statistical Information							
This business is owned & operated by persons at least 51% of the following ethnic background							
NA-This is a corporation	<input type="checkbox"/>	White ¹	<input type="checkbox"/>	Black ²	<input type="checkbox"/>	Native Americans ³	<input type="checkbox"/>
Hispanic ⁴	<input type="checkbox"/>	Asian/Pacific ⁵	<input type="checkbox"/>	Hasidic Jew ⁶	<input type="checkbox"/>		
As defined on KCDC's webpage, this business qualifies as being:							
Small Business	<input type="checkbox"/>	Section 3	<input type="checkbox"/>	Woman Owned	<input type="checkbox"/>		

Solicitation Document B Vendor's Response to KCDC Questionnaire

Vendors are to respond to the following questions. Use additional sheets of paper if necessary.

Submitted by: _____ (your company name)

1. Number of years in this business
2. Under what other names has your company operated?
3. How many years did the company operate under this/these names?
4. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract within the last five years?
5. Is your business presently involved in any litigation? If "yes", explain.
6. Describe how your firm would charge KCDC or what rate of commission would be required to pay collection firm.
7. Describe in detail how your firm would proceed on collection of accounts. Please show the time frame in which steps would occur.
8. Describe your collections methods and outreach techniques.
9. KCDC is interested in your success rate collecting debt from tenants in low and moderate-income housing. Indicate any history showing your success in collections for low to moderate income housing here.
10. Provide three references of accounts that are similar to this one. Include this information:
 - Company Name
 - Contact Person's Name
 - Phone/Email for Contact Person
 - Date of Service Provision (start/stop)
 - Description of the Service(s) provided
 - Value of the Contract over its Lifetime

The undersigned agrees that the following conditions are or will be met.

NON-COLLUSION AFFIDAVIT

1. He/she is fully informed respecting the preparation, circumstances and contents of the attached bid or proposal;
2. Such bid or proposal is genuine and not sham nor is it the result of collusion;
3. Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham bid or proposal in connection with the contract or agreement for which the attached bid or proposal has been submitted. Bidders or vendors will refrain from making a bid or proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed contract or agreement; and
4. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

AFFIDAVIT OF ELIGIBILITY

1. The responder is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Antitrust Act, mail fraud or state criminal violations with a contract let by the State of Tennessee or any political subdivision of the State of Tennessee.
2. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the responder.

ILLEGAL IMMIGRANTS

1. The State of Tennessee amended the Tennessee Code Annotated, Title 12, Chapter 4 to prohibit contracting with firms that knowingly utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the state or a state entity. Additionally such firms may not knowingly contract with subcontractors who utilize the services of illegal immigrants.
2. By signing below the vendor agrees that:
 - a. The firm does not knowingly utilize the services of illegal immigrants in the performance of contracts.

Solicitation Document C Affidavits Continued

- b. The firm agrees that the State may conduct random checks of personnel records as it pertains to this issue.

- c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Additionally violation of this requirement may result in the firm being prohibited from submitting proposals for a period of one year.

The undersigned vendor hereby acknowledges receipt of the above applicable law and verifies that the proposal he/she has submitted in response to this solicitation is in full compliance with the listed requirements.

(Name)	(Signature)
(Title)	(Date)

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

_____ My commission expires: _____
Notary Public

Solicitation Document D HUD Form 5369C

Complete the form on the following pages and return them with your bid.

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/offerors 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:
