

Commissioners  
Laura Ramirez-Jaramillo  
Chair  
Rev. Myron Cloyd  
Vice Chair

Andrew Tran  
Judge John Kyles  
Shelia Smith

Ernie Etuk  
Executive Director



More Than Just A Place To Live

# HOUSING AUTHORITY OF THE CITY OF HOUSTON

P. O. Box 2971•Houston, Texas 77252-2971•(713) 260-0800

PURCHASING DEPARTMENT

---

---

## REQUEST FOR PROPOSALS RFP NO. 05-25

The Housing Authority of the City of Houston (“HACH”) hereby solicits proposals from Insurance Companies and Health Maintenance Organizations to provide medical and dental plan benefits to the employees of the HACH as specified in this Request for Proposals (“RFP”).

Prospective offerors desiring any explanation or interpretation of the solicitation must request it in writing at least seven (7) calendar days before the RFP due date. The request must be addressed to Anna Simotas, Purchasing Officer, 2640 Fountainview, Suite 408, Houston, Texas 77057. Any information given to a prospective offeror about this solicitation will be furnished to all other prospective offerors as a written amendment to the solicitation.

The proposals must be enclosed in a sealed envelope and labeled as follows: Medical and Dental Plan Benefits, RFP 05-25, Due Date and Time: February 15, 2006, 4:00 P.M. (CST). The RFP must be addressed to Anna Simotas, Purchasing Officer, Housing Authority of the City of Houston, 2640 Fountainview, Suite 408, Houston, Texas 77057.

Proposals must reach the HACH no later than **4:00 p.m. (CST) on February 15, 2006**. Late submissions will be handled in accordance with the provisions in Form HUD-5369-B titled “Late Submissions, Modifications, and Withdrawal of Offers.” Proposals will be held in confidence and not released in any manner until after the contract award.

Proposals will be evaluated on the criteria stated in the RFP. Negotiations may be conducted with offerors who have a reasonable chance of being selected for the award. After evaluation of the proposal provisions, if any, the contract will be awarded to the responsible firm(s) whose qualifications, price and other factors considered are the most advantageous to the HACH.

A Fair Housing and Equal Employment Opportunity Agency  
Individuals with disabilities may contact the 504/ADA Administrator at 713-260-0528  
TTY 713-260-0547 or 504\_ADA@hach.org to request reasonable accommodations.

The HACH reserves the right to reject any and all proposals.

12/28/05

(Original Signed)

---

Date

---

Horace Allison  
Deputy Executive Director  
Contracting Officer  
Housing Authority of the City of Houston

## CONTENTS

|   | PAGE |
|---|------|
| 1.0 Profile of the Housing Authority of the City of Houston                               | 5    |
| 2.0 Introduction  | 5    |
| 3.0 Scope of Work   | 6    |
| 4.0 General Requirements  | 7    |
| 5.0 Deliverables  | 7    |
| 6.0 Correspondence  | 8    |
| 7.0 Proposal Requirements   | 8    |
| 8.0 Proposal Evaluation Criteria  | 11   |
| 9.0 Travel and Reimbursables  | 15   |
| 10.0 Contract Term  | 15   |
| 11.0 Availability of Records  | 15   |
| 12.0 Standards of Conduct   | 15   |
| 13.0 Availability of Funds  | 15   |
| 14.0 Conflict of Interest   | 16   |
| 15.0 Conditions and Limitations   | 16   |
| 16.0 Minority/Women Business Participation  | 17   |
| 17.0 Pertinent Federal Regulations with Regard to Nondiscrimination and Equal Opportunity | 17   |
| 18.0 Declaration  | 18   |

## **ATTACHMENTS**

Attachment A: Medical Questionnaire  
Attachment B: Proposed Monthly Medical Rates  
Attachment C: Dental Questionnaire  
Attachment D: Proposed Monthly Dental Rates  
Attachment E: Non-Collusive Affidavit  
Attachment F: M/WBE Participation  
Attachment G: Form HUD-5369-B, Instructions to Offerors Non-Construction  
Attachment H: Form HUD-5369-C, Certifications and Representations of Offerors  
Attachment I: HACH Insurance Premium Rates  
Attachment J: Current HMO & PPO Plan Design  
Attachment K: Census Data

**ATTACHMENTS I THROUGH K ARE AVAILABLE UPON WRITTEN REQUEST**

## **1.0 PROFILE OF THE HOUSING AUTHORITY OF THE CITY OF HOUSTON**

The HACH is currently governed by the Housing Authorities Law, codified in the Texas Local Government Code. It is a unit of government and its functions are essential governmental functions. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low income families, the elderly, and the disabled, and implements various programs designed and funded by HUD. The HACH is a Public Housing Agency.

The property of the HACH is used for essential public and governmental purposes. The HACH and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services.

The HACH enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers.

The HACH maintains contractual arrangements with HUD to manage and operate its low rent public housing program and administers the Section 8 Housing Assistance Payments Programs. The HACH programs are federally funded along with development grants and rental income.

The HACH currently employs 300 regular full time staff, owns and manages over 3,909 units of low rent public housing and administers rental assistance for 14,898 privately owned rental units through the Section 8 programs. Total HACH operating and development budgets for the fiscal year 2005 is approximately \$138 million.

## **2.0 INTRODUCTION**

### **Background**

The HACH has been insured with Humana since April 1, 2001. Employees of the HACH are currently offered a choice between a PPO and an HMO plan, effective April 1, 2005. During the plan year of April 1, 2004 to April 1, 2005, the HACH had consolidated its medical plan into a single PPO option. From April 1, 2001, to April 1, 2004, a HMO and Point of Service plan were offered to employees. Prior to 2001, CIGNA HealthCare underwrote the medical coverage beginning November 1, 1992. HACH seeks proposals to provide its workforce with a high quality program of benefits offering comprehensive coverage at a reasonable cost.

Currently, 123 employees are enrolled in the PPO plan and 46 are enrolled in the HMO plan.

## Procurement Schedule

| <b>SCHEDULE</b>                  |                   |
|----------------------------------|-------------------|
| <b>EVENT</b>                     | <b>DATE</b>       |
| RFP Advertised                   | December 25, 2005 |
| RFP Issue Date                   | December 28, 2005 |
| Proposal Due Date                | February 15, 2006 |
| Estimated Offeror Selection Date | February 28, 2006 |
| Estimated Board Approval Date    | March 21 , 2006   |
| Contract Award Date              | April 1, 2006     |

### **3.0 SCOPE OF WORK**

#### **Benefits Program Specifications**

Interested insurance companies and HMOs are to provide rates for a benefits program that meets the following specifications:

- A PPO plan similar in benefit structure to the current program. See copy of the plan design enclosed. It can be proposed as a stand-alone plan and may also be proposed as part of a multiple plan offering to employees. Rates should be on a two-tier and a four-tier basis in the format as identified in Attachment B.
- An HMO plan to be offered as part of a multiple plan offering to employees. Rates should be on a two-tier and a four-tier basis in the format as identified in Attachment B.
- A point-of service plan to be offered as part of a multiple plan offering to employees. It can be proposed in lieu of a PPO. Rates should be on a two tier and a four-tier basis in the format as identified in Attachment B.
- A consumer-driven health plan (CDHP) option may also be proposed.
- A dental plan similar in benefit structure to the current program. See copy of the plan design enclosed. Rates should be on a two-tier and a four-tier basis in the format as identified in Attachment D.

#### **4.0 GENERAL REQUIREMENTS**

All proposals must conform to requirements outlined herein. The HACH reserves the option to require oral presentation of proposals or to request additional information from selected candidates.

The HACH reserves the right to select the offeror(s) determined to be the most responsive and responsible, and in the judgement of the HACH, that best meet its needs for the specified services. The HACH further reserves the right to negotiate all terms of the contract(s) including price.

Proposals must list the names, agency (ies), contact person, telephone numbers, resumes and the profile of expected participants in the implementation of the services. Proposals must provide a detailed plan, including schedules of events related to how and when the services will be implemented. There may be subsequent instructions, if any, issued to the selected offeror(s) in connection with the final process.

##### **Confidentiality of Proposals:**

There will be no public opening of proposals. All proposals and information concerning same shall remain confidential until all negotiations are completed and the Notice of Award is issued. Offerors are hereby notified that all proposals received by HACH shall be included as part of the official contract file. Therefore, any part of the proposals that is not considered confidential, privileged or proprietary under any applicable Federal, State or local law shall be available for public inspection upon completion of the procurement process. Any material submitted by the offeror that is to be considered as confidential must be clearly marked as such; however, the applicable provisions of Federal, State and local laws shall govern the confidentiality of proposals despite anything contrary to this provision stated in the proposal.

#### **5.0 DELIVERABLES**

##### **Proposal Due Date/Time**

One (1) original proposal and eight (8) copies must be submitted on or before **4:00 p.m. CST on February 15, 2006** in a bound and sealed envelope and submitted to: The Housing Authority of the City of Houston, Attn: Anna Simotas, Purchasing Officer, 2640 Fountainview, Suite 408, Houston, Texas 77057.

Offerors are solely responsible for ensuring that their proposals are actually received by the time and date stated. Receipt at the HACH after the due date and time specified will be cause for rejection.

All costs incurred in preparing and submitting proposals and in supplying supplementary information shall be borne by offerors. The HACH will not defray any costs incurred in connection therewith.

Offers by telegram, telephone, facsimile, e-mail, and handwritten proposals will not be accepted by HACH.

### **Modifications or Withdrawals**

Proposals may not be changed, modified, or withdrawn after the time and date specified for proposal submission. All requests to change, modify or withdraw a proposal prior to the proposal due date must be in writing and bear the same offeror name appearing on the proposal already submitted.

## **6.0 CORRESPONDENCE**

Requests for additional information related to this RFP should be made in writing and directed to the HACH Purchasing Officer at least seven (7) calendar days before the RFP due date. This will allow issuance of any necessary amendment to the RFP.

An amendment may be issued prior to the opening of proposals for the purpose of changing or clarifying the intent of this RFP. All amendments shall be binding in the same way as if originally written in this RFP.

Any interpretation affecting all offerors made prior to the proposal due date will be issued in the form of an amendment. The HACH will not be bound by or responsible for any other explanations or interpretations of this RFP package other than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations will not be binding upon the HACH or HACH representatives.

Subcontractor(s) and others who have been requested by the offeror to assist in preparing a proposal shall obtain necessary information from the offeror. They shall not directly contact the HACH or HACH representatives for this information.

Proposals will not be publicly opened and read.

## **7.0 PROPOSAL REQUIREMENTS**

### **7.1 Document Requirements**

The following is a description of the minimum information, which must be supplied by offerors in their proposals. It is open to all offerors to give such supplementary facts or materials that they consider may be of assistance in the evaluation of the proposal submitted. Proposals that omit critical elements may be considered non-responsive. Each proposal shall include a Table of Contents listing the proposal contents. Proposal packages must contain, at a minimum, the following information and materials:

#### **7.1.1 Letter of Transmittal**

Proposals must be signed by an officer of the company authorized to commit the organization to perform the services in the proposal. If the proposal includes the name of an agent, the agent must sign the proposal.

#### **7.1.2 Table of Contents**

#### **7.1.3 Included Employers**

The included employers clause shall allow associated corporations owned by the HACH to be added to the medical plans during the term of the contract. HACH will notify the insurance company or HMO in writing of the name and address of the corporation and the number of employees that shall be added.

#### **7.1.4 Employee Certificates**

The insurance company or HMO shall provide the HACH covered employees with individual certificates of insurance. Such certificate shall describe the benefits and features of the employee's insurance, to whom the insurance company or HMO shall pay benefits, and list all rights and protections that applies to the employee while the insurance is in force and when the insurance ends.

#### **7.1.5 Amendments**

All terms and conditions shall remain unchanged unless amended by endorsement in writing upon the mutual agreement of the HACH and the insurance company or HMO. All amendments shall be attached and incorporated into the covered group policy.

#### **7.1.6 Cancellation**

Notice of intent to cancel the medical and dental coverage must be provided to the HACH no later than 60 days prior to the normal renewal date of the plan, otherwise, the plan can be cancelled by the insurance company or HMO only for non-payment of premium or by mutual consent of both HACH and the insurance company or HMO.

#### **7.1.7 Premium Rates**

All premium rates shall become effective April 1, 2006, and remain in force until the end of the rate guarantee period specified in your proposal. The HACH will entertain guaranteed rates for more than one year.

- 7.1.8 HACH prefers to have only one insurance/HMO administer all medical plans.
- 7.1.9 In addition to your standard proposal material, you must complete the rate and questionnaire (Attachments A, B, C, & D as applicable) enclosed with this RFP or your proposal will be considered incomplete and may be excluded from further review.
- 7.1.10 Offeror shall list the participating hospitals or medical facilities covering the plan.
- 7.1.11 Offerors shall submit the name/addresses for Houston client employers with 300 to 500 employees. Offerors must describe experience insuring government agencies.
- 7.1.12 Offeror shall provide a reference list of 3 clients with a name and telephone number of an individual who can be contacted for an opinion on your service and claim payment capabilities.
- 7.1.13 Offerors must indicate their A.M. Best rating.
- 7.1.14 Offeror shall indicate whether or not it is licensed as an HMO in the State of Texas and its date of Certificate of Authority.
- 7.1.15 **Certifications and Affidavits**

Offerors shall submit the following certifications and affidavit as attached:

Attachment E: Form of Non-Collusive Affidavit

Attachment F: M/WBE Participation

Attachment H: Certifications and Representations of Offerors for Non-Construction Contracts (Form HUD 5369-C)

7.1.16 **Declaration**

7.2 **Permits, Certificates, and Licenses**

The offeror shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

7.3 **Basis of Proposal**

The successful offeror(s) will be expected to execute a standard professional service contract with the HACH.

Offerors are advised to check that all parts of this RFP package have been received. Offerors shall be responsible for informing themselves with respect to all conditions, which might in any way affect the cost or performance of any of the work. Failure to do so shall be at the sole risk of the offeror and no relief shall be given for errors or omissions by the offeror.

Partial or incomplete proposals will be unacceptable.

An authorized representative of the offeror must sign proposals.

#### **7.4 Validity of Proposals**

Proposals must be open and not subject to unilateral withdrawal or modification for ninety (90) days after the request for proposals due date.

Offerors are requested to submit proposals based on the exact requirements specified in this RFP.

All costs incurred in preparing and submitting proposals and in supplying supplementary information shall be borne by offerors. The HACH will not defray any costs incurred in connection therewith.

### **8.0 PROPOSAL EVALUATION CRITERIA**

Selection of the successful offeror will be at the sole discretion of the HACH. If a contract is awarded, it will be awarded to the responsible firm or individual whose qualifications, price and other factors are deemed most advantageous to the HACH. Additionally, the HACH shall have the right to reject any and all proposals at its discretion.

A HACH evaluation team will be established to review offeror responses to this RFP. Proposals will be evaluated by, but not limited to, the following criteria:

## RFP EVALUATION FORM-MEDICAL INSURANCE

Offerors shall complete Attachment A, which addresses minimum criteria and general information about offeror. Attachment A will also be rated in evaluation number VIII.

|       |  |            |
|-------|--|------------|
|       |  |            |
| I.    | Emergency Procedures-ease of use, appropriateness, efficacy, out of area or network coverage.  | 5          |
| II.   | Medical care package- Comprehensiveness and suitability of program, quality and delivery of medical care. General and medical professional liability insurance requirements. | 20         |
| III.  | Physicians and Facilities-Area wide distribution of facilities. Availability and appointment waiting time.   | 10         |
| IV.   | Prescription drug program-Ease of use. Availability of medication and distribution practices.  | 10         |
| V.    | Customer Service-Time to process claims, claim procedures, ratio of complaints.  | 15         |
| VI.   | Company Profile-Licensure, financial ratings, rate confirmation and time periods. State Insurance board rating. References. (Agent Selection criteria-see attached form.)    | 10         |
| VII.  | Cost-proposed monthly rates. Percentage of cost to employees.  | 20         |
| VIII. | Responsiveness to RFP.   | 10         |
|       | <b>Total Points</b>  | <b>100</b> |

**RFP EVALUATION FORM-DENTAL INSURANCE**

Offerors shall complete Attachment C, which addresses minimum criteria and general information about offeror. Attachment C will also be rated in evaluation number VII.

|      |   |            |
|------|---|------------|
|      |   |            |
| I.   | Emergency Procedures-ease of use, appropriateness, efficacy, out of area or network coverage.   | 5          |
| II.  | Dental care package – Comprehensiveness and suitability of program, quality and delivery of dental care. General and medical professional liability insurance requirements. | 25         |
| III. | Providers-Area wide distribution of providers. Availability and appointment waiting time.   | 10         |
| IV.  | Customer Service-Time to process claims, claim procedures, ratio of complaints.   | 15         |
| V.   | Company Profile-Licensure, financial ratings, rate confirmation and time periods. State Insurance board rating. References. (Agent Selection criteria-see attached form.)   | 10         |
| VI.  | Cost-proposed monthly rates. Percentage of cost to employees.   | 25         |
| VII. | Responsiveness to RFP.  | 10         |
|      | <b>Total Points</b>   | <b>100</b> |

## AGENT/BROKER EVALUATION FORM

In the case that an offeror submits a proposal on behalf of an agent/broker, the following criteria shall be applied to the evaluation and selection of the agent/broker. If an agent/broker's name is submitted with the proposal, the proposal shall also provide information that addresses the below stated evaluation criteria.

The HACH reserves the right to reject any agent and to interview any and all Agents/Brokers and to require additional information.

|      |   |            |
|------|---|------------|
|      |   |            |
| I.   | Experience in handling employers with 300 -500 employees.                                   | 15         |
| II.  | Certification or CLU  | 15         |
| III. | Number of years experience handling medical and dental insurance.                           | 15         |
| IV.  | Commission paid, reasonableness of fee and negotiability of fee with HACH.                  | 20         |
| V.   | Services provided to HACH employees.  | 20         |
| VI.  | Three references and contact person for which Agent/Broker represents employer's employees. | 15         |
|      | <b>Total Points</b>   | <b>100</b> |

Proposals will be evaluated by a HACH evaluation committee and ranked according to points received. The committee may short list the top ranked offerors and conduct oral interviews.

Offerors should be prepared to discuss the proposed scope of work, including availability of equipment and staffing, accounting and payment procedures, schedules, qualification of subcontractors proposed for portions of the work, and such other items as are directly related to the proposal.

The evaluation committee may ask those interviewed to submit final offers for consideration. All selected offerors will be invited to negotiate all aspects of the fee proposal to arrive at a firm and reasonable cost as determined by the HACH.

HACH also reserves the right to obtain clarification of any point in an offeror's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of an offeror to respond to such a request for additional information or clarification could result in rejection of the offeror's proposal.

#### **9.0 TRAVEL AND REIMBURSABLES**

All travel, postage, telephone, living and miscellaneous expenses will be borne by the successful firm(s) and included in the total fixed contract price as per final negotiated contract.

#### **10.0 CONTRACT TERM**

The term of the contract will be for two years from the award date. The contract term may be extended at HACH's option for an additional two (2) years depending on funding availability and contract performance, if an offeror chooses to provide rate information for the two additional years. Providing the additional quote is not required and may be provided at the offeror's option. A contract for the additional two years will be based upon the rates to be provided by the offeror in the proposed monthly rate attachment relevant to the service to be provided by the offeror.

#### **11.0 AVAILABILITY OF RECORDS**

The U. S. Department of Housing and Urban Development, the Inspector General of the United States and the HACH, and any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the firm(s) office or firm, which shall relate to the performance of the services to be provided.

#### **12.0 STANDARDS OF CONDUCT**

The successful offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

#### **13.0 AVAILABILITY OF FUNDS**

In the event that funds necessary to finance this Professional Services Contract become unavailable, HACH may cancel the contract by giving seven (7) days notice in writing and the contract will thereafter be null and void. HACH shall be the final authority to determine whether funds are not available.

#### **14.0 CONFLICT OF INTEREST**

No employee, officer or agent of the HACH shall participate directly or indirectly in the selection or in the award of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in an agency selected for award is held by:

- an employee, officer or agent involved in making the award; or
- his/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister; or
- his/her business or professional partner; or
- an organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

#### **15.0 CONDITIONS AND LIMITATIONS**

This RFP does not represent a commitment or offer by the HACH to enter into contract(s), or other agreement with an offeror. All costs incurred in the preparation of this proposal are to be borne by the offeror. The proposal and any information made a part of the proposal will become a part of the HACH's official files without any obligation on the HACH's part to return it to the individual offeror. This RFP and the selected agency's proposal will, by reference, become a part of any formal agreement between the agency(ies) and the HACH resulting from this solicitation.

The HACH reserves the right to waive any irregularities or formalities in any or all proposals or any part thereof. Failure to furnish all information requested may disqualify an offeror.

The HACH reserves the right to request clarification of proposal data without changing the terms of the proposal.

The offeror shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the HACH for the purpose of influencing consideration of a proposal.

The offeror shall not collude in any manner or engage in any practices with any other offeror(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the proposal to be rejected. This prohibition is not intended to preclude joint ventures or subcontracts.

## **16.0 MINORITY/WOMEN BUSINESS PARTICIPATION**

The firm(s) awarded the contract agrees to utilize its good faith and best efforts to subcontract with minority business enterprises and women business enterprises (herein called M/WBE) certified as such or recognized by the HACH as such. The offeror shall attempt to subcontract a sufficient dollar amount with M/WBEs in an effort to meet the HACH goal of a minimum of 30 percent of the final contract dollars are expended on one or more M/WBEs. All adjustments that cause the contract price to increase will also increase the total amount the offeror must expend on M/WBEs.

### **USING BEST EFFORTS TO FULFILL MBE/WBE REQUIREMENTS**

In the event HACH has a reasonable belief that the offeror will not use his/her best efforts to meet the 30 percent M/WBE participation goal, HACH reserves the right to pull work from the contract. Best efforts may be established by showing the offeror has contacted and solicited bids/quotes from subcontractors and worked with the Housing Authority to seek assistance in identifying M/WBEs.

**FAILURE TO USE BEST EFFORTS TO COMPLY WITH HACH BOARD RESOLUTION NO. 1058 MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.**

## **17.0 PERTINENT FEDERAL REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY**

The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex or national origin must be met by the offeror.

The offeror must adhere to federal regulations prohibiting discrimination on the basis of age under the Age Discrimination Act of 1975, and prohibit discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans With Disabilities Act of 1990.

The requirements of Executive Order 11246, relating to equal employment opportunity in connection with federally funded programs must be met by the offeror.

The offeror must also meet the requirements of Section 3 of the Housing and Urban Development Act of 1968, relating to the training and employment of individuals, and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.

The offeror must meet the requirements of Executive Orders 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs.

**18.0 DECLARATION – (REQUIRED SUBMITTAL)**

The undersigned, as offeror, declares that the only persons interested in this Response are named herein, that no other person has any interest in this proposal, that this proposal is made without connection or arrangement with any other person, and that this proposal is in every respect fair, in good faith, and without collusion or fraud.

The offeror further declares that he/she has complied in every respect with all of the instructions of offerors, and has read all addenda, if any, has satisfied himself or herself fully relative to all matters and conditions with respect to the proposal.

The offeror agrees, if this proposal is accepted, to execute such agreement as appropriate for the purpose of establishing a formal contractual relationship between the offeror and the HACH for the performance of all requirements to which the proposal pertains.

The offeror states that this proposal is based upon the proposal documents and addenda, if any.

Persons Interested in this Response:

Name

Identity of Interest

1.

2.

3.

4.

\_\_\_\_\_  
NAME OF FIRM/INDIVIDUAL/CORPORATION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CITY, STATE

\_\_\_\_\_  
SUBMITTAL DATE

## **ATTACHMENT A**

### **MEDICAL QUESTIONNAIRE**

Firms shall respond to all the questions that apply to your organization. In the event that answers are contained in any marketing materials attached, please indicate where the information is described in the materials and the number of the questions being answered. If answers differ according to different plan you may be proposing (i.e. PPO, HMO, and/or POS), please respond for each plan. Please note that the questions refer back to the evaluation form on a numeric number basis.

#### **Emergency Procedures**

1. Please define your emergency procedures. What procedures must a member follow in order to obtain coverage for treatment received in an emergency or life threatening condition? Who should be contacted?
2. What procedures should a member follow if he/she is out-of-area where there is no reciprocity and has a life-threatening illness or injury?
3. What are the procedures for receiving coverage for dependents living out of the service area in both emergency and non-emergency situations?

#### **Medical Care Package**

1. Provide details of any policy exclusions or limitations regarding pre-existing conditions, incurred disabilities, contagious diseases, mental and nervous conditions, transplants, AIDS, substance abuse and experimental procedures.
2. A copy of each of the current PPO booklet has been included in the RFP. RFP. List in detail the differences between your quoted plan designs and the current plans. Be sure to include the Exclusions. Do not refer us to your benefit summaries for more details.
3. Do you have a medical director/consultant on staff who will address HACH employee's questions and concerns? If not, who is the consultant for medical review? How often does he/she review cases? What is the time lag?
4. What are the Medical Director's qualifications and specific duties? Does the Medical Director provide direct patient care? What percentage of a normal workweek does your Medical Director devote to the PPO/HMO/POS other than in the area of direct patient care?
5. What level of choice does a member have in choosing a primary care physician? In choosing a specialist?

6. Are paraprofessional personnel used within your HMO/POS? When and to what extent?
7. Please define your procedures for receiving coverage by your PPO/HMO/POS when a member is in-area and has spoken with his/her primary care physician and needs further treatment for a non-life threatening condition (i.e., specialist treatment or hospitalization).
8. Where do you have reciprocity agreement? What are the procedures for a member to receive treatment under the reciprocity arrangements?
9. Is coverage provided if a member is out-of-area where there is no reciprocity and has a non-life threatening illness or injury? If so, please describe the procedures a member must follow in order to obtain coverage for treatment received in-area for a life-threatening condition?
10. How are your physicians (primary care and specialist) screened prior to joining your plan?
11. Discuss how you will provide general and medical professional liability coverage for all physicians or other providers employed or contracted to provide services under the proposed plan. Your response should indicate any differences in policies or policy limits. Also confirm that the plan's business is bonded, including the amount.
  - Each physician or professional service provider shall maintain medical professional liability coverage with limits of \$5 million each.
  - Professional liability coverage amounts in excess of \$5 million per claim and \$20 million annual aggregate.
  - Insurance coverage which protects you and your employer clients from lawsuits arising from provider selection and medical management decisions.
  - **Workers' compensation** in accordance with the State of Texas rules and regulations.
  - **General liability insurance** with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$2,000,000. Such insurance shall protect offeror against claims of bodily injury or death and property damage to others. The insurance shall cover the use of all equipment, and vehicles used on the site(s) not covered by offeror's automobile liability. If offeror has a "claims made policy," then the following additional requirements apply: The policy must provide a "retroactive date" which

must be on or before the execution date of the Agreement and the extended reporting period may not be less than five years following the completion date of the Agreement.

- **Automobile liability** on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.

All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Texas. Offeror shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty-(30) day's prior written notice has been given to HACH.

Offeror shall furnish HACH with certificates of insurance showing that the insurance is in force and will insure all operations under this RFP and name HACH as an insured.

12. What percentage of your PPO's/HMO's/POS's physicians are Board Certified? Board eligible? Neither Board certified nor Board eligible?
13. Do you conduct any periodic review of physicians? Please describe.
14. When renegotiating a physician's contract, what items are reviewed to determine whether to extend the physician's contract?
15. Describe the quality assurance programs your plan uses to monitor, evaluate, and emphasize quality medical care.
16. If you are a Group Model HMO, indicate the maximum enrollment capacities at each of your service facilities. How were these capacities determined? How close are you to the maximum capacity?
17. If you are an Individual Practice PPO/HMO/POS, indicate the maximum number of members allowed per participating specialist physician. How were these maximums determined? How close are you to maximum capacity?
18. If proposing an HMO, do you provide all of the basic coverages specified under Section 110.102 of the HMO Act of 1973?
19. What coverages in addition to those required in the HMO Act have you added to your basic services?

20. Do you offer a conversion privilege for (a) in-area PPO/HMO/PPO/POS conversion, (b) out-of-area indemnity conversion? Please describe conversion options and insurer (if any).

### **Physicians and Facilities**

1. What is the current average elapsed time between when a member calls for an appointment and the member is able to see a doctor?
2. Please provide your physician and facility list.
3. Describe your physician turnover rate.

### **Prescription Drug Program**

1. Describe your prescription drug-dispensing program.
2. Attach list of pharmacies and their locations.
3. If a physician prescribes a "non-formulary" medication, what justification procedure is required for you to approve the medication? Who, in your organization, makes the decision to approve the non-formulary prescription and what are their qualifications (MD)?
4. What percentage of non-formulary prescriptions is denied coverage?
5. Provide a complete list of medications that you classify as "non-formulary".
6. Describe any other prescription drug limitations in your plan.

### **Customer Service**

1. What is the processing time between receipt of the initial claim form and approval for payment? Is payment released on the approval day?
2. What methods are used for Quality Control? What percentage of claims are routinely reviewed? What other control procedures are used? Would an audit by an authorized representative of the HACH be allowed?
3. What are your review procedures on disputes/grievances and what legal assistance is available to the HACH in case of a lawsuit?
4. How many complaints and/or grievances were received by your PPO/HMO/POS in patient fiscal year? How many of these complaints were about primary care physicians; how many were about specialists?

## Company Profile

1. Please provide a description of your company.
2. Are you submitting proposal on behalf of an agent(s)? Is a commission paid to agents and/or brokers? How much?
3. Is there a company staff person that can perform the same duties as an agent/broker?
4. Will you reduce your rates if no agent or broker is used and no commission is paid? How much?
5. Please give the name, title, address, and telephone number of the person responsible for completing this questionnaire.
6. On what basis are the primary care physicians reimbursed for their medical services - capitation basis, fee-for-service basis, per episode, or other arrangement? Are fee-holdbacks or pools a part of the arrangement? Please describe.
7. Describe the payment arrangement with specialists or referred physicians - capitation basis, fee-for-service basis, per episode, or other arrangement? Are fee-holdbacks or pools a part of the arrangement?
8. Describe the payment arrangement with hospitals - charges, discounted charges, per diem, per discharge, DRG basis.
9. How did your PPO/HMO/POS develop? Please give a summary of the history of your HMO//POS, including information about ownership and predecessor organization.
10. Is it a Group Practice or Individual Practice HMO?
11. Is your HMO Federally qualified? If so:
  - What date was it approved for qualification by the Department of Health and Human Services?
  - Are there any operating restrictions in the license?
  - Are there any reviews or investigations pending?  
Explain.
12. Please provide a copy of your current physician network directory.

13. Please provide a copy of your standard or specimen contract for each plan being quoted.

**Cost**

1. Are your quoted rates firm? If not, list all caveats that could cause your quoted rates to change.
2. How long are your quoted rates guaranteed?
3. Does you quote assume an April 1, 2006 effective date?
4. Have you proposed a CDHP option? If so, explain the HACH's financial liabilities under your proposed financial arrangement.

**ATTACHMENT B**  
**PROPOSED MONTHLY MEDICAL RATES**

**TWO-TIER**

| <b><u>ACTIVE</u></b><br><b><u>EMPLOYEES</u></b> | <b><u>PPO</u></b> | <b><u>HMO</u></b> | <b><u>POS</u></b> |
|---|-------------------|-------------------|-------------------|
|---|-------------------|-------------------|-------------------|



|                     |          |          |          |
|---------------------|----------|----------|----------|
| Employee Only       | \$ _____ | \$ _____ | \$ _____ |
| Employee and Family | \$ _____ | \$ _____ | \$ _____ |



**FOUR-TIER**

| <b><u>ACTIVE</u></b><br><b><u>EMPLOYEES</u></b> | <b><u>PPO</u></b> | <b><u>HMO</u></b> | <b><u>POS</u></b> |
|---|-------------------|-------------------|-------------------|
|---|-------------------|-------------------|-------------------|



|                         |          |          |          |
|-------------------------|----------|----------|----------|
| Employee Only           | \$ _____ | \$ _____ | \$ _____ |
| Employee and Spouse     | \$ _____ | \$ _____ | \$ _____ |
| Employee and Child(ren) | \$ _____ | \$ _____ | \$ _____ |
| Employee and Family     | \$ _____ | \$ _____ | \$ _____ |



## ATTACHMENT C

### DENTAL QUESTIONNAIRE

Firms shall respond to all the questions that apply to your organization. In the event that answers are contained in any marketing materials attached, please indicate where the information is described in the materials and the number of the question being answered. Please note that the questions refer back to the evaluation form on a numeric number basis.

#### **Emergency Procedures**

1. Please define your emergency procedures. What procedures must a member follow in order to obtain coverage for treatment received in an emergency? Who should be contacted?
2. What procedures should a member follow if he/she is out-of-area where there is no reciprocity and has an emergency?
3. What are the procedures for receiving coverage for dependents living out of the service area in both emergency and non-emergency situations?

#### **Dental Care Package**

1. Provide details of any policy exclusions or limitations regarding pre-existing conditions, incurred disabilities, contagious diseases, mental and nervous conditions, transplants, AIDS, substance abuse and experimental procedures.
2. A copy of the current booklets have been included in the RFP. List in detail the differences between your quoted plan designs and the current plans. Be sure to include the **exclusions**. Do not refer us to your benefit summaries for more details.
3. Do you have a dental director/consultant on staff who will address HACH employee's questions and concerns? If not, who is the consultant for dental review? How often does he/she review cases? What is the time lag?
4. What are the Dental Director's qualifications and specific duties? Does the Dental Director provide direct patient care? What percentage of a normal workweek does your Medical Director devote to the DHMO/PPO other than in the area of direct patient care?
5. What level of choice does a member have in choosing a primary care dentist? In choosing a specialist?

6. Please define your procedures for receiving coverage by your DHMO/PPO when a member is in-area and has spoken with his/her primary care dentist and needs further treatment specialist?
7. Does your plan cover the cost of specialty care? If not, what are the employees' responsibilities? Please be specific.
8. Where do you have reciprocity agreement? What are the procedures for a member to receive treatment under the reciprocity arrangements?
9. How are your providers (primary care and specialist) screened prior to joining your plan?
10. Discuss how you will provide general and medical professional liability coverage for all physicians or other providers employed or contracted to provide services under the proposed plan. Your response should indicate any differences in policies or policy limits. Also confirm that the plan's business is bonded, including the amount
  - Each dentist or professional service provider shall maintain medical professional liability coverage with limits of \$5 million each.
  - Professional liability coverage amounts in excess of \$5 million per claim and \$20 million annual aggregate.
  - Insurance coverage which protects you and your employer clients from lawsuits arising from provider selection and medical management decisions.
  - **Workers' compensation** in accordance with the State of Texas rules and regulations.
  - **General liability insurance** with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$2,000,000. Such insurance shall protect offeror against claims of bodily injury or death and property damage to others. The insurance shall cover the use of all equipment, and vehicles used on the site(s) not covered by offeror's automobile liability. If offeror has a "claims made policy," then the following additional requirements apply: The policy must provide a "retroactive date" which must be on or before the execution date of the Agreement and the extended reporting period may not be less than five years following the completion date of the Agreement.

- **Automobile liability** on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.

All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Texas. Offeror shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty-(30) day's prior written notice has been given to HACH.

Offeror shall furnish HACH with certificates of insurance showing that the insurance is in force and will insure all operations under this RFP and name HACH as an insured.

11. What percentage of your dentists are Board Certified? Board eligible? Neither Board certified nor Board eligible?
12. Do you conduct any periodic review of providers? Please describe.
13. When renegotiating a provider's contract, what items are reviewed to determine whether to extend the provider's contract?
14. Describe the quality assurance programs your plan uses to monitor, evaluate, and emphasize quality medical care.
15. Do you offer a conversion privilege for (a) in-area DHMO/PPO conversion, (b) out-of-area indemnity conversion? Please describe conversion options and insurer (if any).

### **Physicians and Facilities**

1. What is the current average elapsed time when a member calls for an appointment and the member is able to see a dentist?
2. Please provide your dentist and facility list.
3. Describe your dentist turnover rate.

### **Customer Service**

1. What is the processing time between receipt of the initial claim form and approval for payment? Is payment released on the approval day?

2. What methods are used for Quality Control? What percentage of claims are routinely reviewed? What other control procedures are used? Would an audit by an authorized representative of the HACH be allowed?
3. What are your review procedures on disputes/grievances and what legal assistance is available to the HACH in case of a lawsuit?
4. How many complaints and/or grievances were received by your DHMO/PPO in patient fiscal year? How many of these complaints were about primary care dentists; how many were about specialists?

### **Company Profile**

1. Please provide a description of your company.
2. Does your company hold a valid Dental HMO license in the state of Texas? If not, how is your network plan licensed?
3. Are you submitting proposal on behalf of an agent(s)? Is a commission paid to agents and/or brokers? How much?
4. Is there a company staff person that can perform the same duties as an agent/broker?
5. Will you reduce your rates if no agent or broker is used and no commission is paid? How much?
6. Please give the name, title, address, and telephone number of the person responsible for completing this questionnaire.
7. On what basis are the primary care dentists reimbursed for their services - capitation basis, fee-for-service basis, per episode, or other arrangement? Are fee-holdbacks or pools a part of the arrangement? Please describe.
8. Describe the payment arrangement with specialists or referred dentists - capitation basis, fee-for-service basis, per episode, or other arrangement? Are fee-holdbacks or pools a part of the arrangement?
9. Please provide a copy of your current provider network directory.
10. Please provide a copy of your standard or specimen contract for each plan being quoted.

## **Cost**

1. Are your quoted rates firm? If not, list all caveats that could cause your quoted rates to change.
2. Does your quote assume an April 1, 2006 effective date?
3. How long are your quoted rates guaranteed?

**ATTACHMENT D**  
**PROPOSED MONTHLY DENTAL RATES**

**RATES FOR YEAR ONE**

**TWO-TIER**  
**DHMO/PPO**

---

---

Employee Only                    \$ \_\_\_\_\_

Employee and Family         \$ \_\_\_\_\_

---

**RATES FOR YEAR TWO**

**TWO-TIER**  
**DHMO/PPO**

---

---

Employee Only                    \$ \_\_\_\_\_

Employee and Family         \$ \_\_\_\_\_

---

---

**RATES FOR YEAR ONE**

**FOUR-TIER**  
**DHMO/PPO**

---

---

Employee Only                    \$\_\_\_\_\_

Employee and Spouse            \$\_\_\_\_\_

Employee and Child(ren)        \$\_\_\_\_\_

Employee and Family            \$\_\_\_\_\_

---

**RATES FOR YEAR TWO**

**FOUR-TIER**  
**DHMO/PPO**

---

---

Employee Only                    \$\_\_\_\_\_

Employee and Spouse            \$\_\_\_\_\_

Employee and Child(ren)        \$\_\_\_\_\_

Employee and Family            \$\_\_\_\_\_

**ATTACHMENT E**

**FORM OF NON-COLLUSIVE AFFIDAVIT**

STATE OF TEXAS

COUNTY OF HARRIS

\_\_\_\_\_, being first duly sworn, deposes and says that he is

\_\_\_\_\_  
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, 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 of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against

THE HOUSING AUTHORITY OF THE CITY OF HOUSTON

of any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Signature of Bidder, if Bidder is an Individual

\_\_\_\_\_  
Signature of Bidder, if Bidder is a Partnership

\_\_\_\_\_  
Signature of Officer, if Bidder is a Corporation

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

**ATTACHMENT F**

**M/WBE PARTICIPATION**

**M/WBE PARTICIPATION:** The offeror agrees to utilize its good faith and best efforts to subcontract with minority business enterprises and women business enterprises (herein called M/WBE) certified as such or recognized by HACH as a certified M/WBE. Offeror shall attempt to subcontract a sufficient dollar amount with M/WBEs in an effort to meet the HACH goal of a minimum of 30 percent of the final contract dollars are expended on one or more M/WBEs. All adjustments that cause the contract price to increase will also increase the total amount that offeror must expend on M/WBEs.

**USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT:** In the event HACH has a reasonable belief that offeror will not use his/her best efforts to meet the 30 percent M/WBE participation goal, HACH reserves the right to pull work from the contract. Best efforts may be established by a showing that offeror has contacted and solicited bids/quotes from subcontractors and worked with the Housing Authority to seek assistance in identifying M/WBEs.

**FAILURE TO USE YOUR BEST EFFORTS TO COMPLY WITH HACH BOARD OF RESOLUTION NO. 1058 MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.**

**NOTIFICATION OF M/WBE PARTICIPATION:** Offeror agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by HACH to confirm M/WBE subcontracting by submitting copies of checks made payable to the respective M/WBE subcontractor signed by the offeror.

\_\_\_\_\_  
**OFFEROR**

\_\_\_\_\_  
**DATE**

**Note: This form must bear a signature.**



**ATTACHMENTS I THROUGH K ARE AVAILABLE UPON WRITTEN REQUEST**

# 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: