



**REQUEST FOR PROPOSALS
FOR
PROPERTY BOILER & MACHINERY AND
INLAND MARINE**

RFP No.: FY2014-BFC-001

July 1, 2014

VAN JOHNSON, EXECUTIVE DIRECTOR

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PALM BEACH COUNTY HOUSING AUTHORITY
REQUEST FOR PROPOSALS
FOR
PROPERTY BOILER & MACHINERY AND INLAND MARINE

1.0 INTRODUCTION

1.1 Agency Background

The Palm Beach County Housing Authority (PBCHA) is a special district of the State of Florida; a public body corporate and politic created in 1969 pursuant to Chapter 421 – Laws of the State of Florida. PBCHA administers public and affordable housing programs to serve eligible individuals and families within Palm Beach County. PBCHA is governed by a 5 member Board of Commissioners (BOC). The Commissioners are appointed by the Governor of the State of Florida and exercise all powers granted to the Authority pursuant to Florida Statutes. Board members are responsible for setting fiscal policy, representing the community interest, and hiring the Executive Director who is responsible for agency operations.

The mission of the Palm Beach County Housing Authority is to provide **“Quality Homes and a Good Journey”** for low to moderate income families, the elderly, and individuals with disabilities. PBCHA resolves to collaborate and partner with key stakeholders that also share the mission of affordable housing, self-sufficiency, and independent living.

The Authority maintains a website at <http://www.pbcha.org> with information for clients, landlords, prospective business partners, and the public at large.

As a recipient and sub-recipient of funding awarded by the U.S. Department of Housing and Urban Development (“HUD”), PBCHA owns and operates 490 public housing dwelling units, (located in its 5 multi-family communities), 44 scattered site single-family dwelling units and several acres of vacant land throughout Palm Beach County. Additionally, PBCHA administers 2595 Section 8 Vouchers under the Housing Choice Voucher Program and owns 154 affordable (non-federally assisted) housing units that are managed by its non-profit affiliate (Leased Housing Corporation).

1.2 Solicitation

The Palm Beach County Housing Authority is issuing this **Request for Proposals (“RFP”)** for PROPERTY COVERAGE; BOILER & MACHINERY COVERAGE AND INLAND MARINE COVERAGE. Insurance is to be effective on October 1, 2014.

1.3 Procurement Authority

All matters and issues related to this RFP, and any contract resulting from the RFP shall be governed by the regulations included in **24 C.F.R. § 85.36**; and the procurement principles set forth in the HUD Handbook on Procurement for Public and Indian Housing Authorities, Handbook 7460.8, REV-2; applicable State and Local laws and the **Statement on Procurement Policy** for The Palm Beach County Housing Authority.

The selected Proposer shall be thoroughly knowledgeable of Federal and **State law relating to affordable housing, public housing authorities, and the applicable laws.**

1.4 Laws and Regulations

This procurement may be funded in whole or in part by grant funds provided by the US Department of Housing and Urban Development. Applicable laws and regulations will govern this procurement and any subsequent agreement. In addition, applicable laws and regulations of the State of Florida and Palm Beach County, Florida, will apply to the resulting awarded agreement(s).

2.0 SCOPE OF SERVICES

2.1 General Information

Proposers may offer quotes on all coverage's or separate lines of coverage. It is requested that proposers show a premium breakdown for each line of coverage proposed. Although the Housing Authority has requested several types of coverage's, some types may not be purchased. Currently, the Housing Authority is written through Public Risk Insurance Agency.

All proposers and carriers must be licensed to conduct business in the State of Florida. Carriers should be of acceptable financial strength as rated by Best's Guide. Self-Insurance funds are acceptable, but must attach the latest financial statement to their proposal.

Proposers should indicate the carrier's most favorable terms of premium payment for all policies quoted.

The current property coverage, including boiler & machinery and data processing equipment and inland marine, is written with Preferred Governmental Insurance Trust. Windstorm is included in the property coverage. The total insured value of all property is \$41,511,789.

Due care and diligence have been exercised in preparing these specifications, and all information is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information rest solely with the proposer. Neither the Palm Beach County Housing Authority, nor Ben Few & Company, Inc., nor any of either entity's representatives shall be responsible for any error or omission in these specifications, nor for the failure on the part of the proposer to understand the full extent of the exposure. Should you need additional information, please phone Ben Few & Company, Inc. at (239) 334-7727 or FAX your questions to (239) 334-8166 Monday through Friday between the hours of 9:00 AM-3:00 PM. (e-mail: lcohen@benfew.com)

2.2 Unintentional Omission of Exposure

In accord with the above paragraph, all due care and diligence have been exercised in preparing these specifications; however, in the event that an exposure has been unintentionally omitted, the proposing carrier should include an endorsement protecting the Palm Beach County Housing Authority from denial of coverage in the event of a loss to that omitted item. This endorsement should provide coverage for unintentionally omitted items as well as providing that premiums must be paid retroactively to the effective date of the policy, or date of addition of any item of exposure, whichever is later.

2.3 Named Insured

The Palm Beach County Housing Authority shall be the named insured of the accepted policies. However, the named insured should be endorsed to cover elected officials; members of councils; boards; commissions; authorities or agencies; etc. and employees and volunteers of the Palm Beach County Housing Authority.

2.4 Conflict of Interest Statement

Proposers shall abide by Florida Statute 112 and disclose within their proposal any officer, director or agent of their organization who is also an employee of the Palm Beach County Housing Authority. Also, the name of any employee of the Palm Beach County Housing Authority who owns more than 5 percent of the proposing organization must be disclosed. Form is located on www.pbchafl.org under forms and documents labeled “G-4 Conflict of Interest Certification.”

3.0 PROPOSAL SUBMISSION INSTRUCTIONS

3.1 Submission of Proposal

The Responder must submit a proposal in response to this RFP in accordance with the instructions and terms hereunder. By submission of a proposal, the Responder agrees to be bound by the terms and conditions of this RFP.

PBCHA will accept proposal(s) in accordance with the **Time-Table** provided in **3.2** below. It is the Responder’s responsibility to ensure that the proposal is delivered by the designated time and date. Proposals which for any reason are not delivered within the deadline will not be considered and will be returned unopened to the Responder.

An original and one (1) copy of typewritten proposal(s), including all required attachments, certifications and other pertinent information, must be executed and submitted in a sealed envelope or box. The face of the envelope (or box) must contain, in addition to the address below, and the **proposal description**. Offers by email, or facsimile, and handwritten proposals will not be accepted by Ben Few & Company, Inc. Mail or Hand Deliver proposals to:

Ben Few & Company, Inc.
4560 Via Royale, Suite 3
Fort Myers, Florida 33919
bfew@benfew.com

3.2 Time Table

The submission of proposals in response to this RFP will be evaluated in accordance with the schedule below.

| Scheduled Procedures | Date | Time |
|--|--------------------|------------|
| RFP Date of Issue | July 28, 2014 | 8:30 a.m. |
| Deadline for Receipt of Additional Questions | August 4, 2014 | 4:00 p.m. |
| Deadline for Proposal Submissions | September 5, 2014 | 4:00 p.m. |
| Short List of Proposals | September 8, 2014 | 10:00 a.m. |
| Announce Award to Successful Responder | September 15, 2014 | ----- |

Every effort will be made to maintain this schedule. However, all dates are subject to change if it is deemed to be in the best interest of PBCHA.

3.3 Confidentiality

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(s) is issued. Responders are hereby notified that all proposals received by PBCHA shall be included as part of the official contract file. Therefore, any part of the proposal 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. Notwithstanding the foregoing, 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.

3.4 Cone of Silence

The term “cone-of-silence” means a prohibition on any and all non-written communication regarding this RFP between any Responder, Responder’s team members and any PBCHA Commissioner, officer, employee, consultant or contractor. The “cone-of-silence” is in effect as of the submittal deadline(s). This provision does not apply to oral communications at public meetings, the pre-submission conference or oral presentations made to the Selection Panel. The “cone-of-silence” will terminate for each project at the time PBCHA awards a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

3.5 Interpretations and Questions

Any requests for interpretation or questions concerning this RFP must be submitted in writing to the address noted in Section 3.1 above and must be received no later than August 4, 2014 at 4:00 p.m.. Inquiries must reference the RFP number and the date for receipt of proposals. No interpretations shall be considered binding unless provided in writing by Ben Few & Company.

3.6 Preparation of Proposal

Responders are expected to examine the Scope of Services and all instructions prior to preparing the proposal. Failure to do so will be at the Responder’s risk.

All costs relating to the submission of the proposal, incurred directly or indirectly by the Responder, including, travel, preparation, printing of attachments, exhibits and other miscellaneous expenses, in response to this RFP shall be the sole responsibility of the Responder and shall be borne by the Responder. Responders should make provisions for any and all costs and expenses related to the performance of the Contract in their price proposal, and should identify all such costs and expenses in the itemized breakdown of costs.

This RFP sets forth the minimum requirements that all proposals must meet. Failure to submit proposals in accordance with this RFP may render the proposal unacceptable or non-responsive. All written communications pertaining to this RFP should be directed to the purchasing manager listed below.

Paper copies of the RFP package will not be issued by Ben Few & Company, Inc. Prospective proposers must obtain a copy of the RFP package from the PBCHA website at <http://www.PBCHA.org>.

3.7 Execution of Proposal

The original proposal and one (1) duplicate must each contain a manual original signature of an authorized representative of the Responder. All corrections made on the proposal must be initialed by the authorized representative of the Responder. The company name must appear on the cover sheet. The proposal must include all documents, materials and information required herein.

4.0 EQUAL OPPORTUNITY REQUIREMENTS

4.1 MBE, WBE and SDB Companies.

It is PBCHA's policy to ensure that Minority Business Enterprises (MBEs), Women-owned Businesses (WBEs) and Small Disadvantaged Businesses (SDB)'s are provided maximum opportunity to participate in all professional service contracts administered by PBCHA; therefore, in connection with the performance of services under the proposed Contract, all Responders shall agree to comply with any applicable PBCHA policies concerning Minority Business Enterprises (MBE); Women Business Enterprises (WBE); and/or Small Disadvantaged Businesses (SDB), as such policies may be adopted or amended. PBCHA has not established a minimum threshold for participation; however, PBCHA affirmatively promotes Equal Opportunity in all PBCHA professional services contracts.

All MBEs to be utilized for PBCHA contracts must be certified as an MBE or WBE by any Federal, State or local jurisdiction in order for their participation to be acknowledged. All certifications must be current. Provide a description of the work to be performed by each firm and the proposed percentage of the total contract dollar amount that will be awarded to each firm.

5.0 PROPOSAL REVIEW

5.1 Proposal Review Standards

PBCHA shall award contracts only to “**Responsive Responders**” who have the ability to perform successfully under the terms and conditions of a Professional Services Contract.

Therefore, during the initial evaluation of proposals, PBCHA shall assess the responder’s responsiveness prior to being advanced to the next stage for further consideration by the Selection Panel. PBCHA’s determination of a Responder’s responsiveness shall include, but not be limited to consideration of the following:

- Proposal Submitted On-Time
- Submission Complete (in Accordance with Instructions).
- Minimum Responder Requirements (section 2.2)
- Reputation (In Good Standing and Good References)

5.2 Requests for Additional Information

In assessing the Responder’s responsiveness, PBCHA may request the Responder being considered for award to submit additional information, letters, statements, and/or other documentation regarding any of the factors enumerated above. Failure of such Responder to provide such additional information within the time requested by PBCHA may render the Responder ineligible for further consideration.

If, in the opinion of PBCHA, additional information or interpretation is necessary; such information will be supplied in the form of an Addendum. As with the original solicitation, PBCHA no longer provides copies of addenda. It is the responsibility of the interested party to download the solicitation and relevant addenda from the PBCHA website. Oral instructions or information concerning the specifications of the project given out by PBCHA managers, employees, or agents to prospective proposers shall not bind PBCHA.

6.0 CONTRACT AWARD

6.1 Form of Award

Submission of a proposal constitutes acceptance of the terms and conditions of this RFP. Further, the Responder agrees, if it is issued a written Notice of Award as the successful Responder, to be bound by a contract whose provisions shall be substantially the same as: (1) terms and conditions of the RFP, (2) the terms and conditions of the proposal acceptable to PBCHA. Acceptance of the Responder’s proposal to perform the services specified in this RFP will be made by written **Notice of Award** from PBCHA to the successful Responder.

Failure of the successful Responder, upon issuance of the Notice of Award, to execute a written contract will render the award null and void. Responders are not entitled to rely on any representations by any employee, member, officer, or agent of PBCHA concerning the contract award until written Notice of Award is provided by PBCHA.

Responders are advised that the contract documents may include any and all terms and conditions required by HUD and/or PBCHA for a contract of this type and nature. The Notice of Award may be effective for up to one (1) year from the date of issuance unless canceled by PBCHA without liability in its sole discretion or superseded by execution of a written contract by and between the successful Responder and PBCHA in accordance with the terms and provisions of this RFP.

6.2 Negotiation and Disallowance of Charges

PBCHA reserves the right to negotiate all elements of the proposal including price, with Responders in the competitive range. PBCHA reserves the right to simultaneously negotiate contract terms with any firm, Consultant or Developer that has submitted a response to this RFP. It is further understood that PBCHA reserves the right to select none or any number of the proposals. Subject to the prior approval of HUD, if required, PBCHA may unilaterally increase the total contract price and services required at any time during the contract period. Further, PBCHA reserves the right to disallow charges for hours and/or services and/or any item of cost, which it deems to be unreasonable and/or unnecessary.

6.3 Dispute Procedures

Any prospective or actual Responder may protest this solicitation or the contract award only for a serious violation of the standards of PBCHA Procurement Policy and operating procedures provided in the “Statement of Procurement Policy for The Palm Beach County Housing Authority,” and its implementing procedures, or violation of applicable Federal or State law.

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of PBCHA shall be final and binding upon all parties.

6.4 Basis of Contract Award

Following the evaluation of proposals, PBCHA shall make the award of contracts to the responsible Responder(s) whose proposal will be most advantageous to PBCHA, considering price, return on investment, and any other factors specified in this RFP. PBCHA may negotiate a contract with any one or more of the successful Responder(s). Award will not necessarily be made to the Responder(s) submitting the lowest price.

PBCHA does not guarantee (a) any minimum amount of a contract awarded hereunder; nor (b) the extent, quantity or portion of any services to be performed or items to be provided pursuant to an award to any one or all of the successful Responder(s). Further, PBCHA may: (c) reject any and all proposals received; (d) accept other than the lowest priced proposal; (e) waive any minor irregularities or technicalities in proposals received; (f) make a single award or multiple awards under this RFP for the performance of any, all or any combination of the items delineated under the Scope of Services; (g) accept any item or combination of items proposed unless precluded elsewhere in the solicitation; (h) amend this solicitation as permitted by applicable law; or (i) cancel this solicitation in its entirety or any portion thereof.

6.5 Reservation of Rights

- PBCHA reserves the right to reject any or all proposals, to waive any informalities in the RFP process, and/or to terminate the RFP process at any time, if deemed by PBCHA to be in its best interest.
- PBCHA reserves the right not to award a contract or enter into an agreement(s) pursuant to this RFP.
- PBCHA reserves the right to terminate agreement(s) awarded pursuant to this RFP, at any time, for its convenience upon ten days written notice to the successful responder(s).
- PBCHA reserves the right to retain all proposals submitted and adopt any ideas proposed including those from a responder who is not selected for award.

6.6 Rejection of Materially Unbalanced Proposals

PBCHA may reject any proposal as unacceptable if it is materially unbalanced as to the fees and costs for the various items of work to be performed. A proposal is materially unbalanced when it is based on fees and costs significantly more or less than the industry standard.

6.7 Contract Term

The Contract shall be awarded for a term of one (1) year, commencing the date specified in a written **Notice of Award** issued by PBCHA or the Contract executed by the parties, unless terminated earlier as provided therein. Subject to the prior approval of HUD, the Contract may be renewed for one (1) additional year under the same terms and conditions.

The effective date of the proposed coverage's will be October 1, 2014. Subsequent renewal terms of this contract will be based upon satisfactory service along with acceptability of cost and financial stability of the carrier. Any rate increase or intent to terminate coverage must be preceded by a minimum of 90 days' notice to the Palm Beach County Housing Authority.

PBCHA reserves the right to cancel award of the contract any time before execution of the contract by both parties if cancellation is deemed to be in the best interest of PBCHA. In no event shall PBCHA have any liability for the cancellation of award. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of the proposal.

6.8 HUD Approval

The Responder is advised that fee, contract award, contract documents, and payment may be subject to HUD approval, and the absence of approval by HUD when such approval is required shall immediately nullify the proposed Contract without liability by either party, irrespective of whether the proposed Contract was executed by any one or both parties. The successful Responder shall be equitably compensated for any work performed and accepted by PBCHA pursuant to such Notice of Award up to the date of nullification of the proposed Contract.

7.0 SUBMISSION REQUIREMENTS

7.1 Structure of Proposal

In order to facilitate the evaluation of the proposal, PBCHA recommends that the proposal be clearly marked with the Proposal Title, Date and the Name and Address of the Responder.

7.2 Content of Proposal

The Responder must include in the proposal packet: (a) the executed original and one (1) copy of the proposal and designated forms attached to this RFP; (b) the original proposal must contain Section V Form included within the RFP.

This form must be submitted with the proposal completed in ink by an official authorized to represent and bind the proposing (operator) business and marked 'ORIGINAL'. Each of the two proposal copies is to include a copy of the Proposal Summary Form/Questionnaire, Property Questionnaire, Premium Summary, General Questionnaire, Public Entity Crimes Sworn Statement, and Certification of Drug – Free Workplace Program.

8.0 EVALUATION FACTORS

The proposal should address the factors outlined below:

8.1 Responsiveness to RFP

1. Comprehensiveness of coverage requested.
2. Financial stability of proposed carriers.
3. Coverage options.

8.2 Cost of Services

8.3 Successful Experience and Qualifications of Staff

1. Experience with similar sized school systems/public entities/etc.
2. Staff qualifications.
3. Servicing capabilities.

8.4 References of the Firm

9.0 SELECTION PROCESS AND EVALUATION CRITERIA

9.1 General

Selection of the Responder(s) and award of any contract to render services pursuant to this RFP will be made in accordance with HUD and PBCHA procurement regulations. All responsive proposals received by the time and date specified in this RFP shall be evaluated by the RFP Evaluation Panel.

Each proposal shall be evaluated against the selection criteria set forth in this Section and scored on the basis of the information contained in the proposal. Factors not specified in

the RFP shall not be considered. Each proposal will be considered on its own merit and not analyzed in comparison with other proposals. Each panel member assigning points shall provide a written narrative justification to support the score given.

The sum of the points assigned to a proposal by an individual panel member shall be known as the Responder's "**Raw Score.**" Each Responder will receive a Raw Score from each voting panel member. In the presence of the entire evaluation panel, the evaluation panel chairperson shall fill out a composite worksheet displaying each panel member's Raw Score for each Proposal.

The chairperson shall then average all the panel members' Raw Scores for each Responder and post these numbers as the "**Panel Score**" for each Responder.

Each Proposal shall be rated as **competitive** or **uncompetitive** based on the Panel Score received. Proposals determined to be responsive (see Section 6.1) and that have a reasonable chance of award shall be included in the **competitive range**. PBCHA reserves the right to limit the number of Responders to be included in the competitive range.

Further, PBCHA reserves the right to establish a **minimum score** for the competitive range. Responders whose proposals are determined to be **unresponsive** will be excluded from the remainder of the selection process and notified accordingly.

9.2 Negotiations

Negotiations, oral and/or written, may be conducted on behalf of PBCHA, by authorized representatives, with all responsible Responders whose offers are within the competitive range. PBCHA reserves the right to conduct negotiations, oral and/or written, on any element of the contract including price, with all responsible Responders whose offers are within the competitive range.

9.3 Best and Final Offer

Responders in the competitive range will be provided an opportunity to change or revise their proposals to reflect any changes resulting from the negotiations, if any, in the form of a written "Best and Final Offer ("BAFO")," within a deadline of not less than five (5) business days from notification by PBCHA, unless otherwise indicated by PBCHA in writing. The BAFO will be evaluated by the RFP Evaluation Panel based on the evaluation criteria stated in the RFP. Such BAFO will be treated as a firm proposal in place of the proposal originally submitted. If no revised proposal is received from any such Responders in the competitive range within the deadline provided for submitting the BAFO, the originally submitted proposal will be treated as the BAFO.

9.4

Selection Criteria

Selection of the Responders in the competitive range will be based on the criteria and rated according to the maximum available points. A sample is included in the chart below:

| SELECTION CRITERIA | MAXIMUM POINTS |
|--|-----------------------|
| <u>Responsiveness to RFP</u> Comprehensiveness of coverage requested. Financial stability of proposed carriers. Coverage options. | 35 |
| <u>Cost of Services</u> | 40 |
| <u>Successful Experience and Qualifications of Staff</u> Experience with similar sized school systems/public entities/etc. Staff qualifications. Servicing capabilities. | 20 |
| <u>References of the Firm</u> | 5 |
| TOTAL | 100 |

ATTACHMENTS

The Responder is required to complete and submit the documents, certifications and representations attached hereto as part of the proposal package and shall be subject to the requirements therein.

This RFP includes the following Documents, Certifications and Representations:

HUD Documents

| | |
|--------------|--|
| HUD – 5369 | Instructions to Bidders for Contracts |
| HUD – 5369-B | Instructions to Offerors – Non-Construction |
| HUD – 5369-C | Certifications and Representations of Offerors Non-Construction Contract |
| HUD – 5370-C | General Condition for Non-Construction Contracts |

RFP Attachments

| | |
|-----|---|
| G-1 | Certification of Eligibility |
| G-2 | Affidavit of Non-Collusion |
| G-3 | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Conversion Transactions |
| G-4 | Conflict of Interest Certification |
| G-5 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions |
| G-6 | Certification of Non-Segregated Facilities |
| G-7 | Clean Air and Water Certification |
| G-8 | Certificate of Independent Price Determination |
| G-9 | Certification Regarding Lobbying |

(Section V documents: Proposal Summary Form/Questionnaire, Property Questionnaire, Premium Summary, General Questionnaire, Public Entity Crimes Sworn Statement, and Certification of Drug – Free Workplace Program are located on page 18 – 24.)

PALM BEACH COUNTY HOUSING AUTHORITY

PROPERTY COVERAGES

INSURED PERILS - Proposers are directed to base quotes on the "special form" (all-risk), including theft and sinkhole perils. Currently, windstorm coverage is included in the **property policy** and ideally, should be included in the proposed property policy. If this cannot be done, please provide a windstorm quote through other means, such as the Florida Windstorm Underwriting Association. Flood coverage is currently written on all buildings through the National Flood Insurance Program, but is not being quoted at this time.

COVERAGES:

| | |
|----------------------------------|--|
| SPECIAL FORM | BLANKET COVERAGE |
| REPLACEMENT COST | COINSURANCE WAIVED |
| AGREED AMOUNT | \$ 5,000 DEDUCTIBLE (Building/Contents/Inland Marine) |
| 5% DEDUCTIBLE (Named Windstorm) | |
| WAIVER OF REQUIREMENT TO REBUILD | |

COVERAGE LIMITS:

TOTAL INSURED VALUE \$41,511,789

PRIMARY PROPERTY

FLOOD SUBLIMIT: \$ 1,000,000

INLAND MARINE:

| | |
|--------------------------------------|------------|
| ELECTRONIC DATA PROCESSING EQUIPMENT | \$ 250,000 |
| COMMUNICATION EQUIPMENT | \$ 25,000 |
| CONTRACTORS / MOBILE EQUIPMENT | \$ 50,000 |
| EMERGENCY SERVICE PORTABLE EQUIPMENT | \$ 50,000 |

LIMITS

| | |
|--------------------------|--------------|
| BUSINESS INCOME | \$ 803,540 |
| VALUABLE PAPERS | \$ 50,000 |
| NEWLY ACQUIRED LOCATIONS | \$ 1,000,000 |
| ACCOUNTS RECEIVABLE | \$ 250,000 |

BOILER & MACHINERY

| | |
|--|---------------|
| COMBINED LIMIT | \$ 41,511,789 |
| PROPERTY DAMAGE / BUSINESS INTERRUPTION / EXTRA EXPENSE | INCLUDED |
| PERISHABLE GOODS | INCLUDED |
| ADDITIONAL EXPEDITING EXPENSE | \$ 25,000 |
| WATER DAMAGE | \$ 50,000 |
| AMMONIA CONTAMINATION | \$ 100,000 |
| HAZARDOUS SUBSTANCE COVERAGE | \$ 100,000 |
| ORDINANCE/LAW | \$ 100,000 |
| | |
| COMBINED DEDUCTIBLE: | \$ 5,000 |

PALM BEACH COUNTY HOUSING AUTHORITY

(Statement of Values and Loss Runs Report will be available to you upon request)

Please email your request to:

bfew@benfew.com

PALM BEACH COUNTY HOUSING AUTHORITY

PREMIUM AND LOSS BREAKDOWN

| <u>COVERAGE</u> | <u>PREMIUM</u> | <u>SEE ATTACHED LOSS RUNS</u> |
|---|--------------------------------|--|
| 2006-07 | | |
| PROPERTY & INL.MARINE BOILER & MACHINERY | \$ 126,407 \$ incl in prop. | |
| 2007-08 | | |
| PROPERTY & INL.MARINE BOILER & MACHINERY | \$ 303,339 \$ incl.in prop | |
| 2008-09 | | |
| PROPERTY & INL.MARINE BOILER & MACHINERY | \$ 204,011 \$ incl.in prop | |
| 2009-10 | | |
| PROPERTY & INL.MARINE BOILER & MACHINERY | \$ 210,128 \$ incl.in prop | |
| 2010-11 | | |
| PROPERTY & INL.MARINE BOILER & MACHINERY | \$ 225,997 \$ incl.in prop | |
| 2011-12 | | |
| PROPERTY & INL.MARINE BOILER & MACHINERY | \$ 205,521 \$ incl.in prop | |
| 2012-13 | | |
| PROPERTY & INL.MARINE BOILER & MACHINERY | \$ 258,833 \$ incl.in prop | |
| 2013-14 | | |
| PROPERTY & INL.MARINE BOILER & MACHINERY | \$ 282,221 \$ incl.in prop | |

PALM BEACH COUNTY HOUSING AUTHORITY

PROPOSAL SUMMARY FORM/QUESTIONNAIRE

Type of Coverage: **PROPERTY; BOILER & MACHINERY; INLAND MARINE**

Proposer _____

Address _____

Contact _____ Telephone (____) ____ - ____ FAX (____) ____ - ____

Insurer _____

Address _____

Contact _____ Telephone (____) ____ - ____ FAX (____) ____ - ____

Current Best's Guide Rating _____

PREMIUMS & RATING STRUCTURE:

| <u>Coverage</u> | <u>Limit</u> | <u>Premium</u> |
|-------------------------------|--------------|-----------------|
| Primary Building/Contents | \$41,511,789 | \$ _____ |
| Electronic Data Proc | \$ 250,000 | \$ _____ |
| Business Income | \$ 803,540 | \$ _____ |
| Boiler & Machinery | \$41,511,789 | \$ _____ |
| Other | | \$ _____ |
| TOTAL PROPERTY PREMIUM | | \$ _____ |

PREMIUM SUMMARY

Annual Premiums for:

Property = \$ _____

Inland Marine = \$ _____

B&MM = \$ _____

***TOTAL ANNUAL PREMIUMS FOR ALL COVERAGES QUOTED** \$ _____

*Please type or print "N/A" in lieu of a premium if coverage is not being offered in this proposal.

GENERAL QUESTIONNAIRE:

1. Have proposals been submitted in duplicate, as per the RFP instructions? _____

2. Are proposed rates valid until October 1, 2014, or later? _____

3. Are proposed rates guaranteed for at least 12 months? _____ Longer? _____

4. Have you attached the Public Entity Crimes Statement? _____

5. Have you attached the Drug Free Workplace Statement? _____

8. Have you complied with the Conflict of Interest Statement by including names of individuals that may be affected? If applicable, name _____

9. If you have deviated from the specifications, have you attached explanations of all deviations? _____

10. Have you included all pages of Section V, whether or not proposing each coverage?
(MANDATORY)

PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES

1. This sworn statement is submitted with Bid, Proposal or Contract number _____ for _____.

This sworn statement is submitted by _____
(name of entity submitting sworn statement)

whose business address is _____ and if applicable, its Federal Employer Identification Number is _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication or guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July, 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted list. (Please attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this _____ day of _____, 20____.
Personally known _____
or produced identification _____

(Type of identification)

Signature

Notary Public - State of _____
My Commission expires _____

(Printed, typed or stamped commissioned name of notary public)

FORM PUR 7068 (REV. 6/11/92)

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

I certify that the firm of _____ maintains a drug-free workplace program, and that the following conditions are complied with:

1. A statement is published by our firm which notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Employees are informed about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Each employee engaged in providing the commodities or contractual services that are under bid is given a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, employees are notified that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. A sanction is imposed on or, it is required that there is satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. A good faith effort is made to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(Signature)