

INVITATION TO NEGOTIATE 2014-08

INSURANCE AGENT OF RECORD

for

FLORIDA HOUSING FINANCE CORPORATION

September 4, 2014

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation, FHFC II, Inc., and FHFC III, Inc. (collectively, “Florida Housing”), is soliciting competitive, sealed responses to identify and retain a Vendor to become the Insurance Agent of Record for Florida Housing in accordance with the terms and conditions set forth in this Invitation to Negotiate (ITN), and any other term and condition in any contract subsequently awarded. A Respondent shall be selected and determined through Florida Housing’s review of each Response, based upon Florida Housing’s consideration of the factors identified in this ITN and any other factors that Florida Housing considers relevant to serving the best interests of Florida Housing and its mission. Florida Housing expects to engage the services of one (1) qualified Agent of Record who will obtain annual policies for the following insurance coverages: Commercial General Liability, Crime, Business Owners Policy, Directors and Officers, Excess Directors and Officers, General Liability for Vacant Land, Liability, Automobile, Employment Practices and Fiduciary Liability.

SECTION TWO DEFINITIONS

The definitions found in Section 67-49.001, F.A.C. shall apply to this document. Additionally, the following terms shall be defined as follows:

“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee composed only of employees of Florida Housing that is established pursuant to Fla. Admin. Code, R. 67-49.007.
“Contract”	The document containing the terms and conditions of this Invitation to Negotiate and any other term or condition that is agreed to by the parties.
“Days”	Calendar days, unless otherwise specified.
“Effective Date”	The date the last party signs the Contract that is awarded as a result of this Invitation to Negotiate.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Interested Party”	A person or entity that obtains a copy of this Invitation to Negotiate from Florida Housing.
“ITN”	This Invitation to Negotiate, including all exhibits referenced in this document and all other documents incorporated by reference.
“Respondent”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this Invitation to Negotiate and submits a response to this Invitation to Negotiate.

“Response”	The written submission by a Respondent to this Invitation to Negotiate.
“Staff”	Any employee of Florida Housing, including the Executive Director.
“Threshold Item”	A mandatory requirement of the ITN. Failure to meet any requirement in the ITN designated as a “Threshold Item” shall result in rejection (no further action) of a Response as being non-responsive.
“Website”	The Florida Housing Finance Corporation website, the (URL) of which is: www.floridahousing.org .

Florida Housing shall consider all terms or conditions submitted by a Respondent, including any appearing in documents attached as a part of a Respondent’s Response. Failure to comply with terms and conditions, including those specifying information that must be submitted with a Response, shall be grounds for rejecting a Response.

**SECTION THREE
PROCEDURES AND PROVISIONS**

A. A Respondent must submit an original and three (3) copies of the Response in a sealed envelope marked “ITN 2014-08” to the Contracts Manager at the address below. Each envelope or package containing Responses must clearly state the name of the Respondent. The Response that is the original must be clearly indicated on that Response. An electronic copy of the Response must also be submitted on a CD or flash drive. Florida Housing shall not accept a faxed or e-mailed Response. Florida Housing must receive any Responses on or before 2:00 p.m., Eastern Time, on September 18, 2014. Responses shall be opened at that time.

Contracts Manager
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
(850) 488-4197; Fax (850) 414-6548
Email: Contracts.Manager@floridahousing.org

B. This ITN does not commit Florida Housing to award a Contract to any Respondent, or to pay any costs incurred in the preparation or mailing of a Response, or costs related to the Contract execution process.

C. All services under the Contract awarded are to be performed solely by the contractor, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing, which consent shall not be unreasonably withheld. Any subcontracting contemplated by the Respondent shall be disclosed in the Respondent’s Response to the ITN.

D. Florida Housing reserves the right to:

1. Waive minor deficiencies and informalities;

2. Accept or reject any or all Responses received as a result of this ITN;
3. Obtain information concerning any or all Respondents from any source;
4. Schedule an oral interview before the Committee and/or the Board from any or all Respondents;
5. Select for Contract negotiation or for award, a Response other than that with the highest score if, in the judgment of Florida Housing, its and the public's interest shall be best served; and
6. Negotiate with the successful Respondent with respect to any additional terms or conditions of the Contract.

E. Any Interested Party may submit any question regarding this ITN in writing via mail, fax, or e-mail to the Contracts Manager at the address given in Section Three, paragraph A. All questions are due by 5:00 p.m., Eastern Time, on Tuesday, September 9, 2014. Phone calls shall not be accepted. Florida Housing expects to respond to all questions by 5:00 p.m., Eastern Time, on Friday, September 12, 2014. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's Website at:

http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_LegalITNs.aspx.

Only written responses or statements from the Contracts Administrator or designee that are posted on the Website shall bind Florida Housing. No other means of communication, whether oral or written, shall be construed as an official response or statement from Florida Housing.

F. Any person who wishes to protest the contents of this ITN or other specifications, including addenda, must file a protest in compliance with Section 120.57(3), Fla. Stat., and Fla. Admin. Code R. 28-110. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

G. The term of the Contract shall be for five (5) years, subject to a satisfactory annual performance review at the sole discretion of Florida Housing. The insurance policies are anticipated to begin January 1 at 12:00 a.m. Eastern Time and to end on December 31 at 11:59 p.m. for each of the next five (5) years, 2015 through 2019. If the parties mutually agree in writing, the Contract may be renewed once for an additional five (5) year policy period, beginning January 1, 2020 through December 31, 2024.

SECTION FOUR CERTIFICATION

Do not reproduce the language of Section Four in the Response. By inclusion and execution of the statement provided in Section Five, subsection F, of this ITN, each Respondent certifies that:

A. The Respondent submits this Response without prior understanding, agreement, or connection with any person or entity submitting a separate Response for the same services. However, any agreement with a person or entity with whom the Response is jointly filed and such joint filing is made clear on the face of the Response shall be an exception so long as the Response

is in all respects fair and without collusion or fraud.

B. Any material submitted in response to this ITN is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within ten (10) Days after the Response is opened, whichever is earlier.

C. The Respondent is in compliance with Section 420.512(5), Fla. Stat.

1. For the purpose of Section 420.512(5), Fla. Stat., “Prohibited Business Solicitation Communications” is defined by Section 420.503(32), Fla. Stat.

D. The Respondent is in compliance with Section 287.133(2)(a), Fla. Stat.

E. Pursuant to Section 119.0701(2), Fla. Stat., the Service Provider is required “to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.”

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when Service Provider is acting on behalf of Florida Housing.

F. The Respondent acknowledges that any Respondent selected shall be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Respondent other than the compensation agreed upon in the Contract that results from this ITN, unless that Respondent has written consent from Florida Housing’s Executive Director after Florida Housing has been fully informed of such activities in writing.

G. In addition to the conflict of interest rules imposed by the Florida Statutes, the Respondent that is selected to provide these services may not engage in any actual, apparent, or potential conflict of interest. Should any such actual apparent, or potential conflict of interest come into being subsequent to the effective date of the Contract and prior to the conclusion of the Contract, the Respondent shall provide notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within 10 working days, seeking written consent from Florida Housing’s Executive Director. If the Respondent is found to be in non-compliance with this provision, without written consent from Florida Housing’s Executive Director, any compensation received in connection with the Contract shall be subject to forfeiture

to Florida Housing.

H. The Respondent, in submitting this Response, acknowledges and agrees that the terms and conditions of this ITN, as well as any modifications thereto, shall be incorporated into any Contract offered as a result of this ITN.

SECTION FIVE INFORMATION TO BE PROVIDED IN RESPONSE

In providing the following information, restate each item and sub-item (with its letter and number), and limit your proposals to one bound volume. Responses to the items should be included immediately after the restated items, without any reference to an appendix.

A. GENERAL INFORMATION

The Respondent shall provide the following:

1. Profile

Describe your organization and general background, as it relates to similar initiatives. Respondents must include information on the organization's size, past years' sales history, service philosophy and complaint resolution process.

2. History and Experience

Respondents must provide the number of years of experience in the insurance brokerage industry, including the number of years providing services to the public sector. Respondents must identify and include resumes of key management personnel and any individuals to be assigned to the Florida Housing account.

3. Litigation

Respondents must list any litigation or disputes, including regulatory enforcement actions, relating to the required services within the last five (5) years, and state the outcome of each dispute or litigation provided. Responses should include the entity name, timeframe, and the nature of litigation. Additionally, Respondents must specifically identify any pending or active litigation.

B. PROFESSIONAL CERTIFICATIONS

The Respondent must provide copies of:

1. Principal(s) and employee(s) professional certifications or designations; number of years that the principal(s) and/or employee(s) have held these certifications/designations.
2. Certificate of Authority with the appropriate line of business, as stipulated in Section 624.404, Fla. Stat.

C. REFERENCE SUMMARIES

The Respondent must provide a minimum of three (3) references with governmental and/or commercial accounts. Services are required to be ongoing or have been completed within thirty-six (36) months preceding the issue date of this ITN and have more than two (2) years of experience providing the proposed services. Information shall include:

1. Client name;
2. Address;
3. Phone number;
4. Fax number; and
5. Email address.

D. EXPERIENCE AFFIRMATION (THRESHOLD ITEM)

The Respondent shall affirm a minimum of five (5) years' experience in providing brokerage services.

E. COMMISSIONS/FEES

The Respondent must provide detailed information regarding commissions and any and all other fees received by dollar amount and as a percentage of the anticipated premiums. **NOTE:** Florida Housing will deem any Response with a percentage in excess of fifteen percent (15%) as non-responsive.

Information with respect to Florida Housing's corporate insurance coverages for 2014 are included as Exhibit A.

F. SERVICES

The Respondent shall describe in detail all services that will be provided to Florida Housing if selected as an agent of record as a result of the ITN.

G. DRUG-FREE WORKPLACE

If the Respondent has implemented a drug-free workplace program, the Offeror must submit the following certification indicating that it meets all of the requirements of Section 287.087, Fla. Stat.:

I hereby certify on behalf of the Respondent, under the terms of ITN 2014-08, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: _____
 Print Name: _____
 Print Title: _____

H. MINORITY BUSINESS ENTERPRISE

If the Respondent is a minority business enterprise as defined in Section 288.703, Fla. Stat.,

the Respondent must submit the following certification:

I hereby certify on behalf of the Respondent, under the terms of ITN 2014-08, that the Respondent is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

Authorized Signature: _____

Print Name: _____

Print Title: _____

I. CERTIFICATION STATEMENT

The following threshold item shall be repeated in the Respondent’s Response and signed by an individual authorized to bind the Respondent. **Failure to include and provide a manual signature of the certification statement shall result in rejection of the Response.**

“I agree to abide by all conditions of ITN 2014-08 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response for the Respondent and that the Respondent is in compliance with all requirements of the ITN, including but not limited to, the certification requirements stated in Section Five of this ITN.”

Authorized Signature: _____

Print Name and Title: _____

SECTION SIX EVALUATION PROCESS

Individual Committee members shall evaluate and score the Responses independently. As indicated in this section, points shall be assigned to certain items presented in Section Five of this ITN. The individual Committee members shall evaluate the Responses by reviewing the answers to each of the items and assigning points up to the maximum points allowed for each item. The Committee shall not use those items without points assigned in computing the numerical score, but shall use them as part of their evaluation and recommendation process, for informational purposes, or as a basis for possible disqualification. The Committee shall also use the various scored items as a part of its evaluation and recommendation process.

The Committee may conduct one (1) or more public meetings during which members may discuss their evaluations, make any adjustments deemed necessary to their evaluations to best serve the interests of Florida Housing’s mission, interview Respondents, observe presentations by Respondents, and develop a recommendation or series of recommendations to the Board. The Committee and/or Staff may make a recommendation, in addition to providing the information from the non-scored items to the Board for the Board to use in making the final selection. The Committee and/or Staff may also give the Board a written and/or verbal narrative describing the reasons for any recommendation.

In the event of a tie, Florida Housing shall give preference to the Response certifying a drug-free workplace has been implemented in accordance with Section 287.087, Fla. Stat. If a tie continues to exist, Florida Housing shall give preference to minority business enterprises as defined in Section 288.703, Fla. Stat. Staff may recommend that the Board conduct oral interviews as part of the evaluation process to select the Respondent. The Board may use the Responses, the non-scored items in the Responses, any other applicable or relevant information or recommendation provided by the Committee or Staff, any oral presentations of Respondents and

any other information the Board deems relevant in its selection of a Respondent to whom to award a Contract.

The points available for the items to be evaluated from Section Five are as follows:

Item Reference	Maximum Points Possible
5.A. General Information	10
5.B. Professional Certifications	10
5.C. Reference Summaries	5
5.E. Commissions/Fees	20
5.F. Services	20
TOTAL POINTS POSSIBLE	65

**SECTION SEVEN
AWARD PROCESS**

Florida Housing shall provide notice of its decision, or intended decision, for this ITN on Florida Housing's Website the next business day after the applicable Board vote. After posting, an unsuccessful applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., et al. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., et al. or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

**FLORIDA HOUSING FINANCE CORPORATION
Corporate Insurance Coverages 2014**

GENERAL LIABILITY FOR VACANT LAND			BUSINESSOWNERS POLICY - LOCATION 1 BRONOUGH STREET		
	General Aggregate-Bodily Injury/Property Damage	\$2,000,000		Business Personal Property	\$2,546,100
	Products/Completed Operations Aggregate	\$2,000,000		Business Income and Extra Expense	Actual Loss
	Each Occurrence-Bodily Injury & Property Damage	\$1,000,000		Accounts Receivable	\$25,000
	Personal and Advertising Injury	\$1,000,000		Valuable Papers	\$250,000
	Fire Damage Liability (Any one fire)	\$300,000	BUSINESSOWNERS POLICY - LOCATION 2 APPEYARD STREET		
	Medical Expense (Any one person)	\$10,000		Business Personal Property	\$21,900
CRIME				Accounts Receivable	\$25,000
	Employee Dishonesty Per Occurrence	\$1,000,000		Valuable Papers	\$25,000
	Forgery or Alteration Per Occurrence	\$1,000,000	BUSINESSOWNERS POLICY - ADDITIONAL COVERAGE		
	Theft of Money and Securities Inside Premises	\$1,000,000		Accounts Receivable	\$25,000
	Robbery/Safe Burglary of Other Property Inside	\$1,000,000		Forgery and Alteration	\$10,000
	Computer Fraud	\$1,000,000		Money and Securities Inside	\$10,000
	Funds Transfer Fraud	\$1,000,000		Money and Securities Outside	\$10,000
	Money Orders and Counterfeit Paper Currency	\$1,000,000		Outdoor Signs	\$2,500
	Deductible (applies to all coverage above)	\$100,000		Outdoor Trees, Shrubs, Plants	\$10,000
DIRECTORS AND OFFICERS LIABILITY/EPLI/FIDUCIARY				Business Personal Property Away From Premises	\$15,000
	D & O Each Claim Limit	\$5,000,000		Business Personal Property Away From Premises Transit	\$15,000
	D & O Policy Period Limit	\$5,000,000		Back Up of Sewer and Drain Water	\$5,000
	D & O Retention	\$100,000	GENERAL LIABILITY		
	EPLI Each Claim Limit	\$10,000,000		General Aggregate-Bodily Injury & Property Damage	\$2,000,000
	EPLI Policy Period Limit	\$10,000,000		Products/Completed Operations Aggregate	\$2,000,000
	EPLI Retention	\$50,000		Each Occurrence-Bodily Injury & Property Damage	\$1,000,000
	Fiduciary Each Claim Limit	\$10,000,000		Personal and Advertising Injury	\$1,000,000
	Fiduciary Policy Period Limit	\$10,000,000		Damage to Premises Rented to You	\$1,000,000
	Fiduciary Retention	\$5,000		Medical Expense (Any one person)	\$5,000
EXCESS DIRECTORS AND OFFICERS			UMBRELLA POLICY		
	Excess Directors & Officers	\$5,000,000		Aggregate Limit	\$5,000,000
BUSINESS AUTOMOBILE				Each Occurrence	\$5,000,000
	Non-Owned Auto	\$500,000			
	Hired Auto	\$500,000			