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Informal Solicitation No. 4879

Risk Management Best Practices Assessment

Important Information:

- Solicitation Issued: Day / Date: **Tuesday / 01/31/17**
- Deadline for Questions: Day / Date: **Tuesday / 02/07/17** Time: **2:30 p.m.**
- Submittals/Proposals Due: Date: **Tuesday 02/21/17** Time: **2:30 p.m.**
- SHA's Contact: Name: **Don Tucker, Sr. Contract Administrator**
- E-Mail Address: **don.tucker@seattlehousing.org**

The Seattle Housing Authority (SHA) for itself or as an agent for another SHA related entity (hereinafter "SHA"), is soliciting Proposals from qualified individuals and businesses interested in performing the following:

Project Description:

The Seattle Housing Authority (SHA) is seeking a qualified broker or consultant to provide insurance industry best-practice recommendations for the current insurance coverages, limits, deductibles, reserves, claims management and risk prevention programs.

Phase I of this project is the Risk Management Best Practices Assessment. Phase II would be an engagement on a Work Order basis and fee for service by work task for a period of up to three years, renewable annually for broker or consulting services as specified by SHA. Such services could include, for example, placement of builders risk insurance and ancillary insurance policies or special analyses and advice on insurance matters defined by SHA. No work or specific Work Orders are guaranteed; agreed to Work Orders and fees will be adopted as amendments to the Contract.

Scope of Work:

The selected firm/consultant will perform the following:

For Phase 1 – Immediate (Work to be started upon execution of the Contract)

1. Review current policies – offer feedback regarding insurance coverage, limits, deductible options, benchmarking on rates and coverages.
2. Review claims loss information, provide feedback on trends, observations regarding reserving practices, IBNR and feedback on how the current claims may or may not influence insurance buying strategies.
3. Review contract language specific to insurance requirements, offer input and feedback on the latest trends and requirements that protect SHA in the event of a claim.

4. Offer projections of premiums in the future based on current standard market conditions – general benchmarking of current rates versus similar exposures.
5. Review samples of construction contract bonds and offer best-practice recommendations.
6. Review our current policies, non-disclosure agreements and data-sharing agreements for recommendations on how best to protect SHA from this new and emerging risk. Protecting personally identifiable information (PII) from our clients is extremely important.
7. Meet with Risk Management staff 2 -3 times during the process to collect information and discuss options and recommendations. Present results to the Chief Financial Officer and Risk Management staff.
8. Final Product – Provide SHA staff an electronic Risk Management Best Practices Assessment and the results in MS Word, and any data results in MS Excel.

For Phase II – Broker or Consultation Work Orders – Up to 3 Years, Renewable Annually.

Below are examples for illustrative purposes only of the types of services that may be requested on a fee for service basis. No specific Work Orders are being requested at this time.

1. Market and place builders risk coverage and condominium coverage for current or future SHA development projects.
2. Assist in the development, maintenance and implementation of best-practices risk management initiatives, including development of internal policies and guidelines.
3. Recommend cost-effective non-insurance alternatives for managing SHA various risk exposures.
4. Provide ad hoc reports and annual update reports to Risk Management staff.

Schedule: It is anticipated that the work for Phase 1 will be performed in April 2017. Phase II work would be ongoing for a period of up to three (3) years, renewable annually. SHA will have the option to extend the Contract for two additional years for a total of five years.

Anticipated Contract Duration: SHA expects to execute a Contract for the requested services for the scheduled dates shown above. If necessary, and at SHA's option, time extensions and appropriate scope and compensation adjustments may be made by Change Orders to the Contract.

Estimated Amount: The estimated cost for the Phase I Scope of Work is \$20,000 - \$30,000. There are no guaranteed Work Orders for Phase II; any Work Orders issued will be on a negotiated fee for service basis and made a part of the overall Contract.

Contents Required in Your Proposal: Your Proposal must include:

1. A cover letter that includes:
 - a) An expression of your interest in performing the work and the unique qualifications you bring to assessing best practices in risk management for a public or non-profit agency
 - b) The name, telephone number and e-mail address of who your contact person is for this solicitation

- c) Signed by a principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf
2. A list of three references that includes:
 - a) Agency or business name of client
 - b) Contact person at that agency or business
 - c) Address of agency or business
 - d) Telephone number and/or e-mail address for the Contact person
3. A sample of work product from a satisfied customer similar to the Risk Management Best Practice Assessment requested in Phase I of the scope of work.
4. A proposed Work Plan for the Assessment (Phase I) with tasks, milestones, products, hours of your time and budget by Task. Assuming the Contract begins on April 17, 2017, show your projected schedule for completing Phase I Tasks.
5. Roles and resumes for firm's personnel to be assigned to key responsibilities for completion of the Phase I work.
6. Your response to each of the Evaluation Criteria noted below (Criterion 3 is covered by your submittal of materials in 4 and 5 above.)

Your proposal covering items 1, 4, 5 and 6 shall not exceed ten (10) pages. Items 2 and 3 above and the required attachments, as applicable, below do not count toward the maximum number of pages.

Attachments to be Included with Your Proposal: The following forms are sent via separate links to this solicitation document: You must complete and send the forms listed below with your proposal:

- Vendor Fact Sheet
- Section 3 Business Certification and Resident Employment Plan (if applicable)
- Suspension and Debarment Compliance Certificate for Consultant and Sub-Consultants
- Certifications and Assurances Form
- Certifications and Representations of Offerors – Non-Construction Contract (form HUD-5369-C)

Evaluation Criteria: SHA will evaluate Proposals received based on the following weighted subjective/technical criteria. Your Proposal should directly address each of the Criteria listed below:

No.	Evaluation Criteria	Maximum Number of Points
1	Evidence of the Proposer's ability to perform the work as indicated by the principals' and staffs' professional and technical competence/experience.	25
2	Evidence of the Proposer's capability to provide professional services in a timely manner. Evidence of the Proposer's past performance in terms of cost control, quality of work, and compliance with performance schedules.	25
3	Quality of Proposer's Work Plan and Budget in terms of clarity of tasks and products; demonstration of knowledge and experience with insurance and risk management best practices for public agencies or non-profits; reasonableness of level of effort, budget, and schedule (will be evaluated by response to Proposal items # 4 and # 5)	50
MAXIMUM TOTAL POINTS		100

SHA reserves the right to check references of one or more of the top ranked firms. In conducting reference checks, SHA may include itself as a reference if the Proposer has performed work for SHA, even if the Proposer did not identify SHA as a reference.

In the event that information obtained from the reference checks reveals concerns about the Proposer's past performance and their ability to successfully perform the contract to be executed based on this solicitation, SHA may, at its sole discretion, determine that the Proposer is not a responsible proposer and may select the next highest-ranked Proposer whose reference checks validate the ability of the Proposer to successfully perform the contract to be executed based on this solicitation.

Due Date for Questions: Any questions or requests for further information must be directed in writing no later than the date mentioned at the beginning of this solicitation. Questions are to be sent by e-mail to SHA's Contact, also shown at the beginning of this solicitation.

Submittals: Proposal due date is shown at the beginning of this solicitation. You are required to submit by e-mail to SHA's Contact shown at the beginning of this solicitation.

Selection Process:

An evaluation panel will rate all responses to this Solicitation that are received on or before the stated deadline, according to the criteria listed above. Based on its initial evaluation, the panel may:

1. Make a recommendation to SHA's Executive Director and request authority to negotiate a Contract with one or more proposers; or
2. Request additional information from the proposer or proposers whose responses appear to have the greatest likelihood of success; and/or
3. Invite one or more proposer whose responses appear to have the greatest likelihood of success to attend an interview/presentation to discuss their proposal; and then make a recommendation to SHA's Executive Director and request authority to negotiate a contract with one or more proposers.

Administrative Information:

- A. About the Seattle Housing Authority (SHA): Visit SHA's website at www.seattlehousing.org for more information about SHA.
- B. Deadline for Submission of Proposals: Proposers are responsible for ensuring that SHA receives your proposal as indicated herein by the stated deadline. Proposals received after the deadline will not be considered.
- C. Contract Requirements: Proposers may review a sample of SHA's standard contract language that will form the basis for any contract executed based on this solicitation by visiting the following website:

http://www.seattlehousing.org/business/guidelines/pdf/Consultant_Professional_Services_Contract.pdf

SHA's standard contract document is intended to guide you in developing your proposal. The actual contract that the successful Proposer and SHA will sign will be based on this sample contract. Please be advised that SHA will only negotiate some aspects of the contract. Much of the contents of the sample contract are based on non-flexible requirements and cannot be modified in any form.

- D. Certifications and Assurances Form: In the event that the Contract for these services includes any HOPE VI Revitalization grant funds or any Choice Neighborhood Implementation (CNI) grant funds, the Consultant shall obtain and submit to SHA a completed and signed Certifications and Assurances Form (copy attached to this solicitation if applicable) for itself and each sub-consultant utilized on the Contract. Such form shall be submitted to SHA before any work is performed under the terms of the Contract.
- E. Payment Requirements: Proposers should be aware that SHA will only make payments on the Contract issued under this solicitation after the work being billed has been completed, and will pay reimbursable expenses only upon receipt of an invoice for the reimbursable expenses. No advanced payments will be made to the proposer, who must have the capacity to meet all project expenses in advance of payments by SHA.
- F. Insurance Requirements: The individual or business selected by SHA will be required to provide acceptable evidence of insurance prior to beginning work. The following summarizes the required insurance coverage. Additional requirements are detailed in the contract that SHA will execute with the selected individual or business. See Section 10 of the standard consultant contract for a complete listing of SHA's standard insurance provisions.

The following insurance coverage(s) / requirements will be required for this project:

- An ACORD Certificate of Insurance.
- Commercial General Liability: \$1,000,000 each occurrence, \$2,000,000 aggregate
- Additional Insured Endorsement Ongoing Operations naming the Seattle Housing Authority as an additional insured on a primary and non-contributory basis on the Commercial General Liability policy, ISO form CG2010 or equivalent. Blanket additional insured endorsements may be acceptable, but must be approved by SHA's Risk Manager.
- Washington Stop Gap or Employers Liability: \$1,000,000 each occurrence
- Workers Compensation: A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the Consultant shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the Consultant is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Consultant shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.
- Automobile Liability: \$1,000,000 combined single limit
- Professional Liability/Errors & Omissions: \$1,000,000 per claim/aggregate
- Cyber Liability including coverage for Business Interruption, Network Security, and Electronic Communication: including both first and third party coverage, covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security with minimum limits of \$1,000,000 on each occurrence. This coverage can be either stand alone or included within Professional liability policy.
 \$1,000,000 per claim / aggregate

G. Diversity: SHA strongly encourages small businesses, minority business enterprises (MBEs), women business enterprises (WBEs), HUD Section 3 businesses, socially and economically disadvantaged businesses and veteran-owned businesses to submit proposals or to participate in this work as sub-consultants.

H. Rights Reserved by SHA: SHA reserves the right to waive as an informality any irregularities in submittals/proposals, to reject any or all submittals/proposals, and to cancel this solicitation at any time prior to contract award. SHA also reserves the right to award all or any portion of the work specified in this Informal Solicitation to any proposer(s). Prior to making a selection decision, SHA reserves the right to interview any or all individuals or businesses submitting for this work, and to check references as part of the final evaluation process. Any protest of the selection process shall be resolved in accordance with SHA's Procurement Policies, which may be reviewed at the following website address:

http://www.seattlehousing.org/business/guidelines/pdf/Procurement_Policies.pdf