

INVITATION FOR BIDS
FOR
SCHENECTADY MUNICIPAL HOUSING AUTHORITY

**Commercial Automobile Liability Insurance
(Owned and Non-Owned)**

RELEASE DATE AND TIME:
Friday, October 17, 2014, at 2:00 PM

**RESPONSE DATE AND TIME:
Monday, November 10, 2014, at 2:00 PM**

SOLICITATION NO: 2014-03

TABLE OF CONTENTS

SECTION I	General Terms and Conditions
SECTION II	Scope of Work
SECTION III	Evaluation Factors
SECTION IV	Bid Instructions
SECTION V	Bid Submittal

ATTACHMENTS: (Complete attachments where applicable and returned with proposal)

- A) Bid Price Instructions & Bid Price Form
- B) Schedule of Owned Vehicles
- C) Loss runs: 2009 through 2014
- D) Instructions to Offerors – Non-Construction (form HUD 5369-B)
- E) Certifications and Representations of Offerors (form HUD-5369-C)

AMENDMENTS: If it becomes necessary to amend this RFP, amendments will be posted at <http://www.smha1.org/>. It is the responsibility of the offeror to check this website throughout the open RFP period. Offerors shall acknowledge receipt of any amendments to this solicitation as defined in Section 3 of Attachment-C, Instructions to Offerors – Non-Construction (form HUD 5369-B). The Authority will not be responsible for incorrect proposals due to Offeror's noncompliance with amendments. (See RFP Section 4.5)

SECTION I – GENERAL TERMS AND CONDITIONS

1.1 SUMMARY STATEMENT

The purpose of this Invitation for Bids (IFB) is to contract with one insurance agent (Contractor) to obtain Commercial Automobile Insurance coverage for the Schenectady Municipal Housing Authority (Authority).

The intent of this Invitation for Bids (IFB) is to award a contract to the lowest responsible and responsive bidder whose bid meets the requirements of the IFB.

Bidders shall make all investigations necessary to thoroughly inform themselves about the Authority's operations. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the IFB, will be accepted as a basis for varying the requirements of the Authority or the compensation to the vendor.

Amendments: If it becomes necessary to revise this IFB, amendments will be posted at <http://www.smha1.org/>. It is the responsibility of the bidder to check this website throughout the open bidding period. The Authority will not be responsible for incorrect bids due to bidder's noncompliance with amendments.

1.2 PROCUREMENT METHOD

This contract will be awarded in accordance with the Sealed Bid procurement method per the Authority's Procurement Policy, with the intent of awarding a contract to the lowest responsible and responsive bidder whose bid meets the requirements of the IFB.

1.3 CONTRACT TYPE

The contract that results from this IFB will be a Firm Fixed Price Contract.

1.4 CONTRACT DURATION

The contract resulting from this Invitation for Bid shall be for a period of one (1) year commencing on December 1, 2014.

1.5 INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the Authority is contracting with the successful bidder as an independent contractor. The parties hereto understand and agree that the Authority shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful bidder under this contract and that the successful bidder has no authority to bind the Authority.

1.6 CONTRACTOR RESPONSIBILITY

Procurements shall be conducted only with responsible parties, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-procurement programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other Authorities), and have all applicable licenses and financial and technical resources. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.

Contracts shall not be awarded to debarred, suspended or ineligible contractors. Contractors may be suspended, debarred, or determined ineligible by HUD in accordance with HUD regulations when necessary to protect the Authority in its business dealings.

1.7 CONDITIONS FOR SUBCONTRACTING AND APPROVALS

The Contractor may not subcontract any portion of the services provided under this IFB without obtaining the prior written approval of the Authority, which approval the Authority may withhold or condition in its sole and absolute subjective discretion. The Authority shall not be responsible for the fulfillment of the Contractor's obligations to their subcontractors.

1.8 MANDATORY CONTRACTUAL TERMS

By submitting a proposal in response to this IFB, a bidder, if selected for award, shall be deemed to have accepted the terms of this IFB, and any revisions thereto, and this IFB shall be made a part of the engagement contract with the successful bidder.

1.9 INDEMNITY

Contractor covenants and agrees to fully indemnify and hold harmless the Authority and the elected officials, employees, officers, directors, and representatives of the Authority, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the Authority, directly or indirectly arising out of resulting from or related to contractor's activities under this contract, including any acts or omissions of contractor, any agent, officer, director, representative, employee, consultant or subcontractor of contractor, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this contract, all without, however, waiving any governmental immunity available to the Authority under New York State law and without waiving any defenses of the parties under New York State law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to

create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the authority in writing of any claim or demand against the Authority or contractor known to contractor related to or arising out of contractor's activities under this contract and shall see to the investigation and defense of such claim or demand at contractor's cost. The Authority shall have the right, at its option and at its own expense, to participate in such defense without relieving contractor of any of its obligations under this paragraph.

It is the express intent of the parties to this contract, that the indemnity provided for in this section, is an indemnity extended by contractor to indemnify, protect and hold harmless the Authority from consequences of the Authority's own negligence, provided however, that the indemnity provided for in this section shall apply only when the negligent act of the Authority is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of the Authority is the sole cause of the resultant injury, death, or damage. Contractor further agrees to defend, at its own expense and on behalf of the Authority and in the name of the Authority, any claim or litigation brought against the Authority and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this indemnity shall apply, as set forth above.

1.10 PROFESSIONAL LIABILITY AND WORKERS COMPENSATION INSURANCE

As applicable, and prior to the commencement of any work, contractor shall furnish copies of all required endorsements and an original completed certificate(s) of insurance to the Authority, which shall be clearly labeled "*Commercial Automobile Insurance*." The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Authority will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the Authority. The Authority shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the Authority. No officer or employee shall have authority to waive this requirement. The contractor shall provide the Authority with current certificates of insurance for all coverage required by the terms of this contract, naming the Municipal Housing Authority of the City of Schenectady and the U.S. Department of Housing and Urban Development as Additional Insured.

The Authority reserves the right to review the insurance requirements of this Article during the effective period of this contract and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by Authority's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will the Authority allow modification whereupon the Authority may incur increased risk.

- Provide thirty (30) calendar days advance written notice directly to the Authority of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to the Authority. The Authority shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this agreement.

It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the Authority for liability arising out of operations under this contract.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

1.11 PREMIUM PAYMENT

The premium shall be payable annually.

1.12 SECTION 3

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will

post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of Section I - Page 6 of 6 apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

1.13 WAGE RATE DETERMINATION

There are no prevailing wage rate requirements under this contract for Commercial Automobile Insurance coverage.

SECTION II – SCOPE OF WORK

SCOPE OF WORK

2.1 BACKGROUND AND PURPOSE

Background: The Schenectady Municipal Housing Authority owns and manages 1,018 federally subsidized public housing units for low-income families, and administers 1,386 vouchers for low-income families under the federal Housing Choice Voucher program. The PHA performs all of the functions of a private landlord, including leasing units, collecting rents, maintaining the properties, and all of the other responsibilities related thereto.

Purpose: The purpose of this IFB is to request bids from qualified contractors for the provision of Commercial Automobile Insurance coverage for the Authority, and to contract with one insurance agent to obtain the insurance coverage outlined herein.

2.2 BIDDER QUALIFICATIONS

1) Insurance Companies

- a. Each participating insurer shall be licensed or duly authorized to issue insurance in the state of New York. "Duly authorized" means that the insurer shall be listed with the state insurance commissioner as an approved or admitted carrier.
- b. Each participating insurer shall be financially sound and responsible, which may be evidenced by a rating in the current A. M. Best's Insurance Reports of "A-" or better for performance and shall have a financial rating of "Class VII" or greater for company size, or an A.M. Best Company Financial performance Index (FPI) rating of "6" or higher that is in the NA-3 category (Insufficient operating Experience). A rating of at least "A" by Demotech will also be acceptable. The rating by either one or the other of these rating organizations should be shown on the bid proposal when it is submitted.

2) Agent/Brokers.

- a. The agent/broker shall be licensed or duly authorized to issue, solicit and service commercial property/casualty insurance in accordance with the laws of the state of New York.

Bidders not meeting these criteria will be eliminated without further evaluation.

2.3 SCOPE OF PROJECT

Owned and Non-Owned Automobile.

1) Coverage Requirements.

- a. The automobile coverage shall be written on a standard Insurance Services Office form, approved for use in the State of New York. Coverage is to become effective at 12:01 a.m., December 1, 2014, for a period of 12 months.
- b. Named Insured. The policy shall name as insured the Schenectady Municipal Housing Authority and shall include the executive officers, commissioners and employees while acting within the scope of their duties.
- c. Limit of Liability. The policy shall be issued with a \$1,000,000 combined single limit, uninsured motorist and or supplementary uninsured/underinsured motorist coverage of \$50,000.

If owned automobiles are written in a state with a compulsory uninsured motorists law, then the limit of liability applying to the uninsured motorists coverage shall be the minimum limit of the financial responsibility statute.

- d. Rating Information - Owned Automobiles
 - i. Schedule of Owned Vehicles: See Attachment B
 - ii. Driver Information: Contact "Point of Contact – Section 4.1" to obtain driver information.

e. Rating Information - Hired/Non-owned Automobiles

Coverage shall be written on an "if any" basis. The housing authority has 55 employees.

- f. Required Automobile Endorsements. The automobile policy shall have the following endorsements attached, or incorporated into the policy:
 - i. Cancellation. Cancellation may not be effected by the company without 60 days prior written notice to the insured.
 - ii. Loss Reports. "The company agrees to provide the named insured' loss runs showing the status of each loss incurred during the policy term on a semi-annual basis and 120 days prior to expiration. The loss run shall include, as a minimum: Date of loss, location, type of loss,

amount paid, and amount held in reserve and if the loss has been closed without payment. The loss runs shall continue for a period of 12 months after expiration of the policy."

- g. All rates or premiums quoted should take into consideration any extension of tort or sovereign immunity granted to HAs in the State of New York.

2) **EXPOSURE INFORMATION**

The following information is submitted to aid the bidders in their underwriting of the risks to be insured.

- a. Are any vehicles owned by or registered to any entity other than the housing authority? Yes [] No [X]
- b. Do more than 50 percent of the employees use their personal auto on behalf of the housing authority? Yes [] No [X]
- c. Does the housing authority have a vehicle maintenance program in operation? Yes [X] No []
- d. Are any vehicles leased to others? Yes [] No [X]
- e. Are any vehicles customized, altered or have special equipment?
Yes [X] No [] - Plow attachments, lift gates on some pick-up trucks.
- f. Does the housing authority obtain motor vehicle records verifications of employees? Yes [X] No []
- g. Does the housing authority have a specific driver recruiting/training program in operation?
Yes [X] No [] – For specialized vehicles only such as garbage and lift trucks.

3) **LOSS INFORMATION**

Loss runs – 2009 through 2014: See Attachment C

2.4 **BID PRICE**

The bid prices submitted on the Bid Price Form included in this Invitation for Bids as Attachment A shall remain firm for the duration of the contract.

SECTION III – EVALUATION FACTORS

3.1 RATING CRITERIA

Proposals shall be evaluated only on the criteria stated in this Invitation for Bids (IFB) in accordance with the Sealed Bid procurement method.

1. In order to assist bidders in the preparation of their bids and to comply with the requirements of this solicitation, Attachment A - Bid Price Instructions & Bid Price Form has been prepared. Bidders shall submit their bids using the Attachment A - Bid Price Form and in accordance with the instructions on the form and as specified herein.
2. The Bid Price Form is to be completed by an individual who is authorized to bind the bidder to the unit prices as noted on Attachment A.
3. Bids will be evaluated as follows to determine lowest Bid Price:
 - o Lowest Total Annual Premium (Attachment A)
4. No taxes, surcharges, or fees of any type, kind, or amount whatsoever may be added to the unit prices contracted.
5. Do not change or alter Attachment A in any way to include conditions, otherwise your bid will be rejected.

SECTION IV – BID INSTRUCTIONS

4.1 POINT OF CONTACT

The sole point of contact in the Authority for purposes of this Invitation for Bids (IFB) prior to the award of a contract is the Authority's Finance Director. All contact relative to this IFB should be made in writing and directed to:

Ronald Kahlstorf, Finance Director
Schenectady Municipal Housing Authority
375 Broadway
Schenectady, NY 12305
Telephone: (518) 386-7039
Fax: (518) 372-0812
E-mail: rkahlstorf@smha1.org

4.2 REQUEST FOR INFORMATION

Any prospective bidder desiring an explanation or interpretation of this IFB must request in writing, e-mail or regular mail, such request for information no later than seven (7) days prior to the proposal due date. Requests shall be directed to the point of contract at the address listed in Section 4.1, herein. Any information given to a prospective bidder concerning the solicitation will be furnished promptly to all prospective bidders, if that information is necessary in submitting an offer or if the lack of it would be prejudicial to any other prospective bidder. Oral explanations or instructions given before the award of the contract will not be binding on contract performance.

4.3 GENERAL INFORMATION

- A. Prepare your proposal in a practical, legible, clear, and straightforward manner. All prices and amounts must be written in ink or machine printed. Bids containing any conditions, omissions, unexplained erasures or alterations, or irregularities of any kind, may be rejected by the Authority.
- B. Refer to Section III, Evaluation Factors, for the criteria that will be used to evaluate bids.
- C. The Proposal shall be signed by an official authorized to bind the company.
- D. Bids submitted are irrevocable for 90 days following the closing date. This period may be extended at the Authority's request only with the bidder's written consent.
- E. Unless there is no need for negotiations with any other offerors, negotiations shall be conducted with offerors who submit proposals determined to have a

reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the IFB. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise solicitors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of the conformance to the solicitation requirements. No offeror shall be provided any information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt or proposal revisions based on negotiations.

- F. Any actual or prospective contractor may protest the solicitation or award of a contract for the serious violations of the principles of this Statement. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may at his discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.
- G. Cancellation of solicitations: This IFB may be canceled before offers are due if: The Authority no longer requires the supplies, services or construction; the Authority can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons.

A solicitation may be canceled and all bids or proposals that have already been received may be rejected if: the supplies, services, or construction are no longer required; ambiguous or otherwise inadequate specifications were part of the solicitation; the solicitation did not provide for consideration of all factors of significance to the Authority; prices exceed available funds; there is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or for good cause of a similar nature when it is in the best interest of the Authority.

The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

A notice of cancellation shall be sent to all offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any solicitation or future procurement of similar items.

If all otherwise acceptable bids received in response to an IFB are at unreasonable prices, or only one bid is received and the price is unreasonable, the Authority shall cancel the solicitation and either: a) Re-solicit using a request for proposals; or b) Complete the procurement by using the competitive proposals method (when more than one otherwise acceptable bid has been received), or by using the noncompetitive proposals method (when only one bid is received at an unreasonable price); provided, that the Contracting Officer determines in writing that such action is appropriate, all bidders are informed of the Authority's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.

- H. If it becomes necessary to revise this IFB, amendments will be posted at <http://www.smha1.org/>. **It is the responsibility of the bidder to check <http://www.smha1.org/> throughout the open bidding period.** The Authority will not be responsible for incorrect bids due to bidder's noncompliance with amendments.

SECTION V – BID SUBMITTAL

5.1 FORM OF SUBMITTAL

Submit one (1) clearly labeled original and three (3) copies of your bid and completed Attachments A, B, E, in a sealed package with the company bidding identified on the package, addressed as follows:

Schenectady Municipal Housing Authority
375 Broadway
Schenectady, NY 12305

Attention: Ronald Kahlstorf, Finance Director
SEALED BID - DO NOT OPEN
Commercial Automobile Liability Insurance (Owned and Non-Owned)
SOLICITATION NO: 2014-03

5.2 DELIVERY OF BID

The bid shall be properly addressed as shown in 5.1, and delivered or mailed so that the bid is received on or before the response date and time.

Requests for extension of this date or time shall not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Authority; please note that daily mail through the U.S. Post Office often arrives at the Authority after 4:00 PM. Bids received by the Authority after the response date and time will not be considered, unless conditions apply per Section 6 of form HUD-5369-B, "Instructions to Offerors – Non-Construction." Bids delivered by e-mail or facsimile shall not be considered. The Authority does not accept responsibility for late or mis-delivered proposals.

5.3 RESPONSE DATE AND TIME

The response date and time is:

Monday, November 10, 2014, at 2:00 PM

ATTACHMENT A – BID PRICE INSTRUCTIONS & BID PRICE FORM

BID SHEET FORMAT

a. Introduction. We will provide automobile liability insurance coverage for the Schenectady Municipal Housing Authority with a \$1,000,000 combined single limit, uninsured motorist and or supplementary uninsured/underinsured motorist coverage of \$50,000, and in accordance with all specifications and requirements outlined in the IFB.

b. Rates and Premiums.

	<u>PREMIUM</u>	<u>ANNUAL</u>
1) Owned Automobile Coverage		\$ _____
2) Non-Owned Automobile Coverage		\$ _____
Total		\$ _____
3) Less Estimated Dividend, if any		\$ _____
4) Total Annual Premium		\$ _____

c. Qualifying Statement. We, the undersigned participants in this bid, are collectively authorized to issue or solicit insurance and fulfill the legal requirements for operating in this state, hereby attest that we have reviewed the specifications and concur with this bid.

The current rating by A.M. Best Company is _____.

The current rating by Demotech, Inc. is _____.

Authorized Signature:

Agent/Broker Signature:

Typed Name and Title

Typed Name and Title

Name of Insurance Company

Name of Firm

MHA #	Plate #	SITE	YEAR	MAKE	MODEL	VIN NUMBER	NOTES
6	AA5965	CHSP	2008	CHEVY	IMPALA	2G1WB58NX89266833	
25	AA5972	COCC	2002	FORD	4WD / GARBAGE LG	1FDWF37L62EB55907	
4	AB9601	COCC	2006	INTERNATIONAL	GARBAGE TRUCK	1HTMLAFL86H226929	
13	AA5959	COCC	2010	FORD	Const. Dept F-150 STX 4WD	1FTEX1EW2AFC59608	
24	AA5973	COCC	2001	FORD	4WD / PLOW	1FTPF18L41NB97440	
11	AA5963	DT	2009	FORD	F-150XL 4x4 LG	1FTVF14V39KA75115	
8	AA5975	DT	2005	FORD	4WD/PLOW LG	1FTNF21505EB39968	
22	AA5976	DT	1997	FORD	4WD/PLOW	1FTHF36H1VEC28163	
10	AA5966	DT	1994	FORD	AEROSTAR VAN	1FMDA31X2RZA68848	
9	AA5964	ES	1997	FORD SuperDuty	BUCKET TRUCK	1FDLF47G9VEB13974	
17	AA5971	ES	1992	GMC	SIERRA 4WD / PLOW LG	1GTGK24K4NE535505	
5	AA5974	ES	2006	CHEVY	4WD / PLOW LG	1GCHK24U66E200382	
20	AA5962	ES	2010	FORD	F-350 Super-Duty 4x4 Dump	1FDWF3H5XAEB25548	
27	AA5967	ES	2003	CHEVY	15 PASS. VAN	1GAHG39UX31136679	
15	AA5960	ES	2012	FORD	F-250	1FTBF2B68CEA23232	
	AA5958	ES	1992	HAULE	TRAILER	1H9001277N0198001	
23	AA5979	S8	2001	CHEVY	LUMINA	2G1WL52J611277657	
21	AA5978	S8	2001	CHEVY	LUMINA	2G1WL52JX11275619	
12	AA5977	S8	2001	CHEVY	LUMINA	2G1WL52J611270773	
16	AA5970	YV	1992	GMC	SIERRA 2WD	1GTGC24K9NE534587	
3	AA5969	YV	1999	FORD	4WD / PLOW	1FTNF21L9XEE86331	
26	AA5968	YV	2003	FORD	4WD / PLOW LG	3FTNF21L43MB49117	
28	AB9600	YV	2004	CHEVY	EXPRESS VAN	1GCEG15X241206613	
14	AA5961	YV	2012	FORD	F-350	1FTRF3B6XCEA00734	

Loss Run

This report may include reserve information for open claims. Reserves are estimates intended to reflect potential claim outcomes based on information known to The Hartford at the time the reserve is established. Reserves are subject to change, and may not be relied upon as a guarantee of payment by The Hartford. This data is current as of the date indicated on the report.

Open/Save CSV Format



Print

Printing Tip: Set page orientation to landscape.

Losses are net of deductible recoveries

Name Insured: Schenectady Municipal Housing Schenectady, Ny
 Policy: 01UEN AS0655 12/01/2013 - 12/01/2014
 Producer: Marshall & Sterling Upstate Inc Glenville, Ny

Report Period: All Losses
 LOB: Total Automobile
 Producer Code: 110138

Date Produced: 10/09/2014
 Valued as of: 10/08/2014
 Producing Regional: Albany

* = Recovery Pending # = WC Medical Only

Auto Liability Policy: 01UEN AS0655 Policy Term: 12/01/2013 - 12/01/2014															
Loss Date	Date Reported	Date Closed	Claim Number	Risk State	Class Code	Paid		Open		Total Inc Loss & Exp	Claimant/Driver/ Location of Property	Age	Len Empl	Acc Code	Location of Accident/Claim Desc/Clmt Occupation
						Losses	Expense	Losses	Expense						
02/14/2014	02/25/2014	04/01/2014	KY28AP07475	NY	23499	6,143	0	0	0	6,143	Nasrat Zargona /Archambault, Jason	39		36	Schenectady Ny/Iv Struck Standing Ov While Backing
02/14/2014	02/25/2014		Y28AL08041	NY	23499	0	0	10,000	0	10,000	Nasrat Zargona /Archambault, Jason	39		36	Schenectady Ny/Iv Struck Standing Ov While Backing

Total Claims For	Number of Claims	Paid Losses	Paid Expense	Open Losses	Open Expense	Total Incurred
NY	2	6,143	0	10,000	0	16,143
Line of Business	2	6,143	0	10,000	0	16,143

Total Claims For	Number of Claims	Paid Losses	Paid Expense	Open Losses	Open Expense	Total Incurred
NY	2	6,143	0	10,000	0	16,143
Line(s) of Business	2	6,143	0	10,000	0	16,143
AUTO LIAB BI	1	0	0	10,000	0	10,000
AUTO LIAB PD	1	6,143	0	0	0	6,143
Line(s) of Business	2	6,143	0	10,000	0	16,143

AUTO PHYSICAL DAMAGE Policy: 01UEN AS0655 Policy Term: 12/01/2013 - 12/01/2014						
No Claims for this policy						

Policy Number: H63100011000
 Name of Insured: SCHENECTADY MUNICIPAL HOUSING
 Name of Agent:
 Carrier Name: PRAETORIAN INSURANCE COMPANY



LOSS RUN BY POLICY

NORTH ISLAND FACILITIES (NIF) PUBLIC ENTITY
 Policy Period: 12/01/2009 TO 12/01/2010

Claim #:	631000013955	Date of Loss:	12/23/2009	Accident State:	NY	Old Claim#:		Unit Number:					
Date Open:	12/29/2009	Date Closed:	02/25/2010	Claim Status:	Closed	Driver:							
Description of Accident:	IV (DUMP TRUCK) TURNED TOO WIDE STRIKING PARKED VEHICLE												
Claimant	Line/Cov	St	Loss Paid	Med Paid	Exp Paid	Current Loss Resv	Current Exp Resv	Current Med Resv	Gross Incurred	Expense Recovery	Deduct Recovery	Salvage Recovery	Subro Recovery
MARJORIE ROCCA	19.4/LIABCSL	C	\$3,928.18	\$0.00	\$80.00	\$0.00	\$0.00	\$0.00	\$4,008.18	\$0.00	\$0.00	\$0.00	\$0.00
Group Total for Claim No: 631000013955			\$3,928.18	\$0.00	\$80.00	\$0.00	\$0.00	\$0.00	\$4,008.18	\$0.00	\$0.00	\$0.00	\$0.00

Claim #:	631000014213	Date of Loss:	01/20/2010	Accident State:	NY	Old Claim#:		Unit Number:					
Date Open:	01/26/2010	Date Closed:	06/02/2010	Claim Status:	Closed	Driver:							
Description of Accident:	IV STRUCK PARKED OV WITH PLOW IV 2003 FORD F250 - #49117												
Claimant	Line/Cov	St	Loss Paid	Med Paid	Exp Paid	Current Loss Resv	Current Exp Resv	Current Med Resv	Gross Incurred	Expense Recovery	Deduct Recovery	Salvage Recovery	Subro Recovery
KESHA THOMPSON	19.4/LIABCSL	C	\$780.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$780.40	\$0.00	\$0.00	\$0.00	\$0.00
Group Total for Claim No: 631000014213			\$780.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$780.40	\$0.00	\$0.00	\$0.00	\$0.00

Claim #:	631000016195	Date of Loss:	08/05/2010	Accident State:	NY	Old Claim#:		Unit Number:					
Date Open:	08/11/2010	Date Closed:	09/29/2010	Claim Status:	Closed	Driver:							
Description of Accident:	IV1 WAS ACCIDENTLY PUT INTO NEUTRAL BY PASSENGER & ROLLED INTO IV2												
Claimant	Line/Cov	St	Loss Paid	Med Paid	Exp Paid	Current Loss Resv	Current Exp Resv	Current Med Resv	Gross Incurred	Expense Recovery	Deduct Recovery	Salvage Recovery	Subro Recovery
SCHENECTADY MUNICIPAL	21.2/COLLISION	C	\$5,787.72	\$0.00	\$120.00	\$0.00	\$0.00	\$0.00	\$5,907.72	\$0.00	\$0.00	\$0.00	\$0.00
Group Total for Claim No: 631000016195			\$5,787.72	\$0.00	\$120.00	\$0.00	\$0.00	\$0.00	\$5,907.72	\$0.00	\$0.00	\$0.00	\$0.00

SUB TOTALS for Policy Period: 12/01/2009 TO 12/01/2010

	Loss Paid	Med Paid	Exp Paid	Current Loss Resv	Current Exp Resv	Current Med Resv	Gross Incurred	Expense Recovery	Deduct Recovery	Salvage Recovery	Subro Recovery
TOTALS IN PERIOD:	\$10,496.30	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$10,696.30	\$0.00	\$0.00	\$0.00	\$0.00

NUMBER OF CLAIMS IN PERIOD: 3

Policy Number: H63100011000
Name of Insured: SCHENECTADY MUNICIPAL HOUSING
Name of Agent:
Carrier Name: PRAETORIAN INSURANCE COMPANY



LOSS RUN BY POLICY

NORTH ISLAND FACILITIES (NIF) PUBLIC ENTITY

GRAND TOTALS

	<u>Loss Paid</u>	<u>Med Paid</u>	<u>Exp Paid</u>	<u>Current Loss Resv</u>	<u>Current Exp Resv</u>	<u>Current Med Resv</u>	<u>Gross Incurred</u>	<u>Expense Recovery</u>	<u>Deduct Recovery</u>	<u>Salvage Recovery</u>	<u>Subro Recovery</u>
GRAND TOTALS:	\$10,496.30	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$10,696.30	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL NUMBER OF CLAIMS: 3

Policy Number: H63100011001
 Name of Insured: SCHENECTADY MUNICIPAL HOUSING
 Name of Agent:
 Carrier Name: PRAETORIAN INSURANCE COMPANY



LOSS RUN BY POLICY

NORTH ISLAND FACILITIES (NIF) PUBLIC ENTITY
 Policy Period: 12/01/2010 TO 12/01/2011

Claim #:	631000017669	Date of Loss:	12/16/2010	Accident State:	NY	Old Claim#:		Unit Number:					
Date Open:	12/29/2010	Date Closed:	07/18/2011	Claim Status:	Closed	Driver:							
Description of Accident:	IV REARENDED OV1 WHOM THEN REARENDED OV2												
Claimant	Line/Cov	St	Loss Paid	Med Paid	Exp Paid	Current Loss Resv	Current Exp Resv	Current Med Resv	Gross Incurred	Expense Recovery	Deduct Recovery	Salvage Recovery	Subro Recovery
ROSEANN JONES	19.4/APD	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GENEVIEVE JOHNSON	19.4/APD	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SCHENECTADY MUNICIPAL	21.2/COLLISION	C	\$645.20	\$0.00	\$80.00	\$0.00	\$0.00	\$0.00	\$725.20	\$0.00	\$0.00	\$0.00	\$0.00
Group Total for Claim No: 631000017669			\$645.20	\$0.00	\$80.00	\$0.00	\$0.00	\$0.00	\$725.20	\$0.00	\$0.00	\$0.00	\$0.00

Claim #:	631000017891	Date of Loss:	01/25/2011	Accident State:	NY	Old Claim#:		Unit Number:					
Date Open:	01/28/2011	Date Closed:	01/16/2012	Claim Status:	Closed	Driver:							
Description of Accident:	OV ATTEMPTING TO MAKE R TURN AND STRUCK IV WHO GOING EAST												
Claimant	Line/Cov	St	Loss Paid	Med Paid	Exp Paid	Current Loss Resv	Current Exp Resv	Current Med Resv	Gross Incurred	Expense Recovery	Deduct Recovery	Salvage Recovery	Subro Recovery
SCHENECTADY MUNICIPAL	21.2/COLLISION	C	\$953.76	\$0.00	\$535.25	\$0.00	\$0.00	\$0.00	\$1,489.01	\$0.00	\$0.00	\$0.00	-\$953.76
Group Total for Claim No: 631000017891			\$953.76	\$0.00	\$535.25	\$0.00	\$0.00	\$0.00	\$1,489.01	\$0.00	\$0.00	\$0.00	-\$953.76

Claim #:	631000018321	Date of Loss:	02/28/2011	Accident State:	NY	Old Claim#:		Unit Number:					
Date Open:	03/09/2011	Date Closed:	04/04/2011	Claim Status:	Closed	Driver:							
Description of Accident:	OV1 BACKED INTO IV2												
Claimant	Line/Cov	St	Loss Paid	Med Paid	Exp Paid	Current Loss Resv	Current Exp Resv	Current Med Resv	Gross Incurred	Expense Recovery	Deduct Recovery	Salvage Recovery	Subro Recovery
SCHENECTADY MUNICIPAL	21.2/COLLISION	C	\$1,723.79	\$0.00	\$80.00	\$0.00	\$0.00	\$0.00	\$1,803.79	\$0.00	\$0.00	\$0.00	\$0.00
Group Total for Claim No: 631000018321			\$1,723.79	\$0.00	\$80.00	\$0.00	\$0.00	\$0.00	\$1,803.79	\$0.00	\$0.00	\$0.00	\$0.00

Policy Number: H63100011001
 Name of Insured: SCHENECTADY MUNICIPAL HOUSING
 Name of Agent:
 Carrier Name: PRAETORIAN INSURANCE COMPANY



LOSS RUN BY POLICY

NORTH ISLAND FACILITIES (NIF) PUBLIC ENTITY

Claim #:	631000018622	Date of Loss:	04/05/2011	Accident State:	NY	Old Claim#:		Unit Number:					
Date Open:	04/12/2011	Date Closed:	05/23/2011	Claim Status:	Closed	Driver:							
Description of Accident:	IV BACKED INTO OV ON THE RAMP												
Claimant	Line/Cov	St	Loss Paid	Med Paid	Exp Paid	Current Loss Resv	Current Exp Resv	Current Med Resv	Gross Incurred	Expense Recovery	Deduct Recovery	Salvage Recovery	Subro Recovery
MICHAEL OLELSAK	19.4/LIABCSL	C	\$1,769.10	\$0.00	\$119.00	\$0.00	\$0.00	\$0.00	\$1,888.10	\$0.00	\$0.00	\$0.00	\$0.00
Group Total for Claim No: 631000018622			\$1,769.10	\$0.00	\$119.00	\$0.00	\$0.00	\$0.00	\$1,888.10	\$0.00	\$0.00	\$0.00	\$0.00

Claim #:	631000019981	Date of Loss:	07/11/2011	Accident State:	NY	Old Claim#:		Unit Number:					
Date Open:	08/10/2011	Date Closed:	10/10/2011	Claim Status:	Closed	Driver:							
Description of Accident:	OV OWNER ALLEGES SHE WAS STRUCK BY IV ON LEFT SIDE WHILE MAKING A LEFT TURN												
Claimant	Line/Cov	St	Loss Paid	Med Paid	Exp Paid	Current Loss Resv	Current Exp Resv	Current Med Resv	Gross Incurred	Expense Recovery	Deduct Recovery	Salvage Recovery	Subro Recovery
TABITHA ACHAN	19.4/LIABCSL	C	\$0.00	\$0.00	\$861.80	\$0.00	\$0.00	\$0.00	\$861.80	\$0.00	\$0.00	\$0.00	\$0.00
SCHENECTADY MUNICIPAL	21.2/COLL	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Group Total for Claim No: 631000019981			\$0.00	\$0.00	\$861.80	\$0.00	\$0.00	\$0.00	\$861.80	\$0.00	\$0.00	\$0.00	\$0.00

Claim #:	631000020393	Date of Loss:	09/16/2011	Accident State:	NY	Old Claim#:		Unit Number:					
Date Open:	09/21/2011	Date Closed:	10/06/2011	Claim Status:	Closed	Driver:							
Description of Accident:	GLASS ONLY CLAIM FOR WINDSHIELD												
Claimant	Line/Cov	St	Loss Paid	Med Paid	Exp Paid	Current Loss Resv	Current Exp Resv	Current Med Resv	Gross Incurred	Expense Recovery	Deduct Recovery	Salvage Recovery	Subro Recovery
SCHENECTADY MUNICIPAL	21.2/COMP	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Group Total for Claim No: 631000020393			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SUB TOTALS for Policy Period: 12/01/2010 TO 12/01/2011

	Loss Paid	Med Paid	Exp Paid	Current Loss Resv	Current Exp Resv	Current Med Resv	Gross Incurred	Expense Recovery	Deduct Recovery	Salvage Recovery	Subro Recovery
TOTALS IN PERIOD:	\$5,091.85	\$0.00	\$1,676.05	\$0.00	\$0.00	\$0.00	\$6,767.90	\$0.00	\$0.00	\$0.00	\$-953.76

NUMBER OF CLAIMS IN PERIOD: 6

Policy Number: H63100011001
Name of Insured: SCHENECTADY MUNICIPAL HOUSING
Name of Agent:
Carrier Name: PRAETORIAN INSURANCE COMPANY



LOSS RUN BY POLICY

NORTH ISLAND FACILITIES (NIF) PUBLIC ENTITY

GRAND TOTALS

	<u>Loss Paid</u>	<u>Med Paid</u>	<u>Exp Paid</u>	<u>Current Loss Resv</u>	<u>Current Exp Resv</u>	<u>Current Med Resv</u>	<u>Gross Incurred</u>	<u>Expense Recovery</u>	<u>Deduct Recovery</u>	<u>Salvage Recovery</u>	<u>Subro Recovery</u>
GRAND TOTALS:	\$5,091.85	\$0.00	\$1,676.05	\$0.00	\$0.00	\$0.00	\$6,767.90	\$0.00	\$0.00	\$0.00	\$-953.76

TOTAL NUMBER OF CLAIMS: 6

Policy Number: H63100011002
 Name of Insured: SCHENECTADY MUNICIPAL HOUSING
 Name of Agent:
 Carrier Name: PRAETORIAN INSURANCE COMPANY



LOSS RUN BY POLICY

NORTH ISLAND FACILITIES (NIF) PUBLIC ENTITY
 Policy Period: 12/01/2011 TO 12/01/2012

Claim #:	631000021424	Date of Loss:	12/20/2011	Accident State:	NY	Old Claim#:		Unit Number:					
Date Open:	01/24/2012	Date Closed:	02/13/2012	Claim Status:	Closed	Driver:							
Description of Accident:	IV1 STUCK IV2 IN SOUTH END PARKING LOT.												
Claimant	Line/Cov	St	Loss Paid	Med Paid	Exp Paid	Current Loss Resv	Current Exp Resv	Current Med Resv	Gross Incurred	Expense Recovery	Deduct Recovery	Salvage Recovery	Subro Recovery
SCHENECTADY MUNICIPAL	21.2/COLLISION	C	\$1,893.26	\$0.00	\$32.00	\$0.00	\$0.00	\$0.00	\$1,925.26	\$0.00	\$0.00	\$0.00	\$0.00
Group Total for Claim No: 631000021424			\$1,893.26	\$0.00	\$32.00	\$0.00	\$0.00	\$0.00	\$1,925.26	\$0.00	\$0.00	\$0.00	\$0.00

SUB TOTALS for Policy Period: 12/01/2011 TO 12/01/2012

	<u>Loss Paid</u>	<u>Med Paid</u>	<u>Exp Paid</u>	<u>Current Loss Resv</u>	<u>Current Exp Resv</u>	<u>Current Med Resv</u>	<u>Gross Incurred</u>	<u>Expense Recovery</u>	<u>Deduct Recovery</u>	<u>Salvage Recovery</u>	<u>Subro Recovery</u>
TOTALS IN PERIOD:	\$1,893.26	\$0.00	\$32.00	\$0.00	\$0.00	\$0.00	\$1,925.26	\$0.00	\$0.00	\$0.00	\$0.00

NUMBER OF CLAIMS IN PERIOD: 1

GRAND TOTALS

	<u>Loss Paid</u>	<u>Med Paid</u>	<u>Exp Paid</u>	<u>Current Loss Resv</u>	<u>Current Exp Resv</u>	<u>Current Med Resv</u>	<u>Gross Incurred</u>	<u>Expense Recovery</u>	<u>Deduct Recovery</u>	<u>Salvage Recovery</u>	<u>Subro Recovery</u>
GRAND TOTALS:	\$1,893.26	\$0.00	\$32.00	\$0.00	\$0.00	\$0.00	\$1,925.26	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL NUMBER OF CLAIMS: 1

Policy Number: H63100011003
 Name of Insured: SCHENECTADY MUNICIPAL HOUSING
 Name of Agent:
 Carrier Name: PRAETORIAN INSURANCE COMPANY



LOSS RUN BY POLICY

NORTH ISLAND FACILITIES (NIF) PUBLIC ENTITY
 Policy Period: 12/01/2012 TO 12/01/2013

Claim #:	631000024464	Date of Loss:	12/27/2012	Accident State:	NY	Old Claim#:		Unit Number:					
Date Open:	01/07/2013	Date Closed:	10/31/2013	Claim Status:	Closed	Driver:							
Description of Accident:	OV WAS MAKING A LEFT TURN AND WAS STRUCK BY THE INSURED VEHICLE												
Claimant	Line/Cov	St	Loss Paid	Med Paid	Exp Paid	Current Loss Resv	Current Exp Resv	Current Med Resv	Gross Incurred	Expense Recovery	Deduct Recovery	Salvage Recovery	Subro Recovery
SCHENECTADY MUNICIPAL	21.2/COLL	C	\$0.00	\$0.00	\$719.00	\$0.00	\$0.00	\$0.00	\$719.00	\$0.00	\$0.00	\$0.00	\$0.00
EAN HOLDINGS	19.4/APD	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Group Total for Claim No: 631000024464			\$0.00	\$0.00	\$719.00	\$0.00	\$0.00	\$0.00	\$719.00	\$0.00	\$0.00	\$0.00	\$0.00

Claim #:	631000024465	Date of Loss:	12/27/2012	Accident State:	NY	Old Claim#:		Unit Number:					
Date Open:	01/07/2013	Date Closed:	03/28/2013	Claim Status:	Closed	Driver:							
Description of Accident:	INSURED VEHICLE WAS PLOWING A PARKING LOT AND STRUCK ANOTHER VEHICLE												
Claimant	Line/Cov	St	Loss Paid	Med Paid	Exp Paid	Current Loss Resv	Current Exp Resv	Current Med Resv	Gross Incurred	Expense Recovery	Deduct Recovery	Salvage Recovery	Subro Recovery
DANIEL BENNETT	19.4/LIABCSL	C	\$3,429.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,429.18	\$0.00	\$0.00	\$0.00	\$0.00
Group Total for Claim No: 631000024465			\$3,429.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,429.18	\$0.00	\$0.00	\$0.00	\$0.00

Claim #:	631000024774	Date of Loss:	02/25/2013	Accident State:	NY	Old Claim#:		Unit Number:					
Date Open:	02/27/2013	Date Closed:	08/19/2013	Claim Status:	Closed	Driver:	SANTORO ANDREW						
Description of Accident:	INSURED REAR-ENDED CLAIMANT												
Claimant	Line/Cov	St	Loss Paid	Med Paid	Exp Paid	Current Loss Resv	Current Exp Resv	Current Med Resv	Gross Incurred	Expense Recovery	Deduct Recovery	Salvage Recovery	Subro Recovery
LESTER KO KO LESTER	19.4/APD	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SCHENECTADY MUNICIPAL	21.2/COLL	C	\$0.00	\$0.00	\$710.85	\$0.00	\$0.00	\$0.00	\$710.85	\$0.00	\$0.00	\$0.00	\$0.00
Group Total for Claim No: 631000024774			\$0.00	\$0.00	\$710.85	\$0.00	\$0.00	\$0.00	\$710.85	\$0.00	\$0.00	\$0.00	\$0.00

Policy Number: H63100011003
 Name of Insured: SCHENECTADY MUNICIPAL HOUSING
 Name of Agent:
 Carrier Name: PRAETORIAN INSURANCE COMPANY



LOSS RUN BY POLICY

NORTH ISLAND FACILITIES (NIF) PUBLIC ENTITY

Claim #:	631000024776	Date of Loss:	12/27/2012	Accident State:	NY	Old Claim#:		Unit Number:					
Date Open:	02/27/2013	Date Closed:	03/01/2013	Claim Status:	Closed	Driver:							
Description of Accident:	CLMT TURNED LEFT IN FRONT OF INSURED, INSURED CITED FOR SPEEDING												
Claimant	Line/Cov	St	Loss Paid	Med Paid	Exp Paid	Current Loss Resv	Current Exp Resv	Current Med Resv	Gross Incurred	Expense Recovery	Deduct Recovery	Salvage Recovery	Subro Recovery
SCHENECTADY MUNICIPAL	21 2/COLL	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ENTERPRISE CAR RENTAL	19 4/APD	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Group Total for Claim No: 631000024776			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SUB TOTALS for Policy Period: 12/01/2012 TO 12/01/2013

	<u>Loss Paid</u>	<u>Med Paid</u>	<u>Exp Paid</u>	<u>Current Loss Resv</u>	<u>Current Exp Resv</u>	<u>Current Med Resv</u>	<u>Gross Incurred</u>	<u>Expense Recovery</u>	<u>Deduct Recovery</u>	<u>Salvage Recovery</u>	<u>Subro Recovery</u>
TOTALS IN PERIOD:	\$3,429.18	\$0.00	\$1,429.85	\$0.00	\$0.00	\$0.00	\$4,859.03	\$0.00	\$0.00	\$0.00	\$0.00

NUMBER OF CLAIMS IN PERIOD: 4

GRAND TOTALS

	<u>Loss Paid</u>	<u>Med Paid</u>	<u>Exp Paid</u>	<u>Current Loss Resv</u>	<u>Current Exp Resv</u>	<u>Current Med Resv</u>	<u>Gross Incurred</u>	<u>Expense Recovery</u>	<u>Deduct Recovery</u>	<u>Salvage Recovery</u>	<u>Subro Recovery</u>
GRAND TOTALS:	\$3,429.18	\$0.00	\$1,429.85	\$0.00	\$0.00	\$0.00	\$4,859.03	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL NUMBER OF CLAIMS: 4

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) 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.

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.

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.

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;

(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/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title: