

**INVITATION TO BID (ITB) 2016-05**

**WEBSITE CONTENT MANAGEMENT SYSTEM**

**for**

**FLORIDA HOUSING FINANCE CORPORATION**

**October 10, 2016**

## **SECTION ONE INTRODUCTION**

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed Bids from qualified firms to provide a website content management system in accordance with the terms and conditions set forth in this Invitation to Bid (ITB), and any other term and condition in any contract subsequently awarded.

## **SECTION TWO DEFINITIONS**

For purposes of this document, the following terms will be defined as follows:

“Bid”	The written submission by the Bidder to this ITB.
“Bidder”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this ITB, and submits a Bid to this ITB.
“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 Rule 67-49.007, Fla. Admin. Code.
“Contractor”	A person or entity providing the professional services described in Section Four of this ITB.
“Days”	Calendar days, unless otherwise specified.
“Effective Date”	The date the last party signs the contract that is awarded as a result of this ITB.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“ITB”	This ITB, including all exhibits referenced in this document and all other documents incorporated by reference.
“Website”	The Florida Housing Finance Corporation website, the URL of which is <a href="http://www.floridahousing.org">www.floridahousing.org</a> .

### **SECTION THREE PROCEDURES AND PROVISIONS**

A. The Bidder must submit an original Bid to the Contracts Manager in a sealed envelope marked "ITB 2016-05" with the name of the Bidder clearly stated. Florida Housing will not accept a faxed or e-mailed Bid. Florida Housing must receive all Bids on or before 2:00 p.m., Eastern Time, on November 2, 2016. Bids will be opened at that time.

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

B. This ITB does not commit Florida Housing to award a contract to any Bidder or to pay any costs incurred in the preparation or mailing of a Bid.

C. All services under the contract awarded are to be performed solely by the Contractor, unless subcontracted or assigned with the prior written approval and consent of Florida Housing.

D. Florida Housing reserves the right to:

1. Waive minor irregularities;
2. Accept or reject any or all Bids received as a result of this ITB;
3. Obtain information concerning any or all Bidders from any source; and
4. Negotiate with the successful Bidder with respect to any additional terms or conditions of the contract.

E. Any interested party may submit any question regarding this ITB in writing via mail or e-mail to the Contracts Manager at the address given in Section Three, Item A. All questions must be submitted no later than 2:00 p.m., Eastern Time, on October 19, 2016. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by October 26 2016. Florida Housing will post a copy of all questions received and the corresponding answers on Florida Housing's website at:

<http://www.floridahousing.org/BusinessAndLegal/Solicitations/InvitationsToBid>

Only written responses or statements from the Contracts Manager that are posted on Florida Housing's website will be considered binding. No other means of communication, whether oral or written, may be construed as an official response or statement from Florida Housing.

F. Between the release of the solicitation and the end of the 72-hour period following the posting of the notice of intended award, Bidders to this solicitation or persons acting on their behalf may not contact any member of Florida Housing’s Board of Directors or any Florida Housing employee concerning any aspect of this solicitation, except in writing to the Contracts Manager. Violation of this provision may be grounds for rejecting a Bid.

G. Any person who wishes to protest the specifications of this ITB must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, Fla. Admin. Code. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., will constitute a waiver of proceedings under Chapter 120, Fla. Stat.

H. Florida Housing is not required to use the services of any selected Contractor or to assign any work to such provider, and may terminate the contract with any selected Contractor without cause and without penalty.

I. Pursuant to Fla. Admin. Code R. 67-49.004, Florida Housing may modify the terms of the ITB at any point prior to the due date for Bids. A notice of such modification will be posted on Florida Housing’s Website and will be provided to potential Bidders who requested copies of the ITB. Any Bidder will have at least seven days from the date of the posting of the notice of the modification to submit or modify its Bid.

J. The terms of this ITB, and any modifications thereto, will be incorporated into any contract offered as a result of this ITB. Failure of a successful Bidder to accept these obligations in the final contract may result in cancellation of the award.

**K. DRUG-FREE WORKPLACE**

If the Bidder has implemented a drug-free workplace program, the Bidder 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 Bidder, under the terms of ITB 2016-05, that the Bidder has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

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L. MINORITY BUSINESS ENTERPRISE

If the Bidder is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Bidder must submit the following certification:

I hereby certify on behalf of the Bidder, under the terms of ITB 2016-05, that the Bidder is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**SECTION FOUR  
SCOPE OF SERVICES**

**A. Website Content Management System:** The Bidder will provide one license of Telerik Sitefinity “Enterprise Edition” as listed at: <http://www.sitefinity.com/editions>.

**B. Additions/Upgrades/Deletions:** During the term of the Contract resulting from this ITB, Florida Housing shall have the right to add, delete, and/or modify (e.g. upgrade) services/products upon mutual written agreement. If the Contractor has newer technology, Florida Housing may exercise the right to upgrade to that technology. Quantities in commodity purchases may be modified within the limits of the category thresholds set in s. 287.017, Fla. Stat.

**C. Defective Items:** Any or all items delivered to Florida Housing that do not meet the specifications outlined in this section, or that are found to be defective will not be accepted, and such items will be returned to the Contractor and the Contractor’s expense for rebate or replacement.

**D. Delivery:** Florida Housing will not pay any delivery/freight charges. Please deliver to:

Florida Housing Finance Corporation  
ATTN: David Hearn, CIO  
227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32399

Delivery must take place no later than seven calendar days after execution of the Contract.

**SECTION FIVE  
CERTIFICATION**

Do not reproduce the language of Section Five in the Bid. By inclusion and execution of the statement provided in Section Six, subsection I, of this ITB, each Bidder certifies that:

A. The Bidder submits this Bid without prior understanding, agreement, or connection with

any person or entity submitting a separate Bid for the same services. However, any agreement with a person or entity with whom the Bid is jointly filed and such joint filing is made clear on the face of the Bid will be an exception so long as the Bid is in all respects fair and without collusion or fraud.

B. Any material submitted in response to this ITB is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, but only after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 30 days after the Bid is opened, whichever is earlier.

C. The Bidder, if awarded a contract under this ITB, will comply with Section 420.512(5), Fla. Stat. 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 Bidder is in compliance with Section 287.133(2)(a), Fla. Stat.

E. The Bidder understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

F. Pursuant to Section 119.0701(2), Fla. Stat., the Bidder, if awarded a contract under this ITB, will be 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 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 will only apply if and when the Contractor is acting on behalf of Florida Housing.

G. The Bidder acknowledges that if awarded a contract it will be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Bidder other than for the compensation agreed upon in the contract that results from this ITB, unless that Bidder has Florida Housing’s written consent after Florida Housing has been fully informed of such activities in writing.

H. The Bidder acknowledges that if awarded a contract it will be prohibited from engaging 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 Bidder will provide notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within ten (10) working days, seeking consent from Florida Housing's Executive Director. If the Bidder 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 will be subject to forfeiture to Florida Housing.

I. The Bidder agrees that the submitted Bid will be valid and binding for a period of 180 days following the Bid opening date.

J. The Bidder, in submitting this Bid, acknowledges and agrees that the terms and conditions of this ITB, as well as any modifications thereto, will be incorporated into any contract offered as a result of this ITB.

K. CERTIFICATION STATEMENT:

**THE FOLLOWING WILL BE REPEATED IN SECTION SIX SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE BIDDER. FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE BID.**

“I agree to abide by all conditions of ITB 2016-05 and certify that all information provided in this Bid is true and correct, that I am authorized to sign this Bid as the Bidder and that I am in compliance with all requirements of the ITB, including but not limited to, the certification requirements stated in Section Five of this ITB.”

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**SECTION SIX  
MANDATORY BID PRICE FORM**

<b>Product Description</b>	<b>Quantity</b>		<b>Unit Price</b>	<b>GRAND TOTAL</b>
Telerik Sitefinity “Enterprise Edition”	1	X	\$	\$

**The Bidder must fill out the Bid Price form in its entirety, or the Bidder’s Bid will be rejected as non-responsive.** If the Bidder wishes to propose a line item at No Cost, it should be indicated as \$0.00. If the unit price bid is a discount from retail price, please include the amount discounted below:

Discount \$ \_\_\_\_\_

The Contract shall be awarded to the responsive and responsible Bidder providing the lowest Grand Total for all items described in Section Four of this ITB. In the event of a tie, Florida Housing will give preference in the award process to the Bid certifying a drug-free workplace has been implemented in accordance with Section 287.087, Fla. Stat. If a tie continues to exist, Florida Housing will give preference to minority business enterprises as defined in Section 288.703, Fla. Stat. **FOR COMMODITIES:** If a tie continues to exist after the previous two tiebreakers, Florida Housing will give preference to the commodities manufactured, grown, or produced within the State of Florida in accordance with Section 287.082, Fla. Stat.

Complete and sign the table below. **Unsigned offers will not be considered.**

I agree to abide by all conditions of ITB 2016-05 and certify that all information provided in this Bid is true and correct, that I am authorized to sign this Bid as the Bidder and that I am in compliance with all requirements of the ITB, including but not limited to, the certification requirements stated in Section Five of this ITB.

<b>Bidder:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Authorized Signature &amp; Date:</b>		
<b>Title:</b>	<b>Phone:</b>	

## **SECTION SEVEN AWARD PROCESS**

Florida Housing will provide notice of its decision, or intended decision, for this ITB 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. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat. or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under Chapter 120, Fla. Stat.