

**FIRST AMENDMENT  
TO CONTRACT NUMBER 010-2016**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 010-2016 is entered into and effective as of April 28, 2019, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and SGS TECHNOLOGIE, LLC ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 010-2016, dated April 28, 2016, ("Contract") wherein Service Provider agreed to provide website design, development, and hosting services pursuant to RFP 2016-01. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for three years, beginning April 28, 2016, and ending April 27, 2019.
- C. Section C. of the Contract provides that the Contract may be renewed once for an additional three-year period.
- D. Florida Housing and Service Provider wish to renew the Contract for the three-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the first one-year renewal term, beginning April 28, 2019, and ending April 27, 2022. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. Amendments.

- 1. The Contract is amended by deleting subsection K.1. thereof in its entirety and substituting in its place the following:

**Files Subject to Florida's Public Records Law:** Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Service Provider in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Service Provider represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., the Service Provider will be required to comply with public records laws, specifically to:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract. If the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:**

**Corporation Clerk  
227 N. Bronough Street, Suite 5000**

**Tallahassee, Florida 32301-1329**  
**Phone: 850.488.4197**  
**E-mail: Corporation.Clerk@floridahousing.org**

**D. General Terms and Conditions.**

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 010-2016, by a duly authorized representative, effective as of April 28, 2019.

SGS TECHNOLOGIE, LLC.

By: 

Name/Title: Anand Venkatesan / Project Manager.

Date: 01/08/2019

FEIN: 54-2092298

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown / General Counsel

Date: 1-9-19

**CONTRACT FOR  
WEBSITE DESIGN, DEVELOPMENT AND HOSTIN SERVICES  
BETWEEN  
FLORIDA HOUSING FINANCE CORPORATION  
AND  
SGS TECHNOLOGIE, LLC**

This Contract for Website Design, Development and Hosting Services, 010-2016 (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301, and SGS TECHNOLOGIE, LLC (Contractor), located at 6817 Southpoint Parkway, Suite 2104, Jacksonville, FL 32216. Upon execution by both parties, this Contract shall become effective as of the date the last party signs (Effective Date).

RECITALS

- A. The Contractor represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Website Design, Development and Hosting Services identified herein and offers to perform those services described in Exhibit A, Request for Proposals (RFP) 2016-01 attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Contractor upon the terms and conditions outlined in this Contract.
- C. Florida Housing has the authority pursuant to Florida law to direct disbursement of funds for compensation to the Contractor under the terms and provisions of this Contract.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. ATTACHMENTS

This Contract has the following attachments, which are incorporated herein:

Exhibit A, RFP 2016-01

Exhibit B, Fee Schedule

## **B. ENGAGEMENT OF THE CONTRACTOR**

The Contractor agrees to provide Website Design, Development and Hosting Services in accordance with the terms and conditions hereinafter set forth. The Contractor agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The Contractor understands and agrees that all services under this Contract are to be performed solely by the Contractor, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

The Implementation Plan (a project management plan accompanied by a task-oriented project schedule using Microsoft Project or Microsoft Project-importable format) will be submitted to Florida Housing's IT staff within six weeks of contract execution.

## **C. TERM OF CONTRACT**

The initial term of this Contract shall be for three years from the Effective Date. If the parties mutually agree in writing, the Contract may be renewed once for an additional three-year period. Renewals are at the discretion of Florida Housing, and shall be contingent upon satisfactory performance evaluations by Florida Housing.

## **D. MODIFICATION OF CONTRACT**

Either party may request a modification of the provisions of this Contract. Modifications that are mutually agreed upon shall be valid only when reduced to writing and signed by the parties.

## **E. INVOICES**

The Contractor shall submit invoices to the program contact person in Section J, Administration of Contract. Each invoice for fees shall be in a format that is clearly itemized so that the invoice states the specific services performed and when and where the services were performed. Payment of an undisputed invoice shall be made within a reasonable period of time not to exceed 30 days after receipt of the invoice. If the Contractor is found to be in non-compliance with Florida laws, federal laws, Florida Housing rules or Florida Housing policies governing its duties hereunder, or fails to perform its duties hereunder, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

## **F. FEES/COSTS**

The Contractor shall be compensated as described in the Fees/Costs Schedule attached hereto as Exhibit B.

## **G. LIABILITY: INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS**

1. Florida Housing shall not be deemed to have assumed any liability for the

acts, omissions, or negligence of the Contractor, its agents, its servants, or employees, and the Contractor specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and shall defend and hold Florida Housing harmless from and against the claims of any party arising out of or claimed to arise out of any such acts, omissions, or negligence.

2. This Contract is executed on behalf of Florida Housing by the signatory only in his or her designated capacity as representative and on behalf of Florida Housing. Such individual shall neither have nor incur any individual or personal responsibility or liability under this Contract as a result of such execution.

3. Nothing herein shall be construed as a waiver of sovereign immunity by Florida Housing; it being the intent to reserve all such rights and immunities to the fullest extent of the law.

4. The Contractor, together with its agents, suppliers, subcontractors, officers, and employees, shall have and always retain under this Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of Florida Housing or deemed to be entitled to any benefits associated with such employment. During the term of this Contract, the Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Contractor remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

5. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state and local agencies having jurisdiction and authority. In addition, and by way of non-exhaustive example, the Contractor shall comply with Florida Housing policies while on Florida Housing premises and in the conduct of its business with Florida Housing personnel.

6. The Contractor specifically accepts responsibility for payment of all taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments being paid to or by the Contractor, if any, in conjunction with the services rendered pursuant to this Contract. At no time shall the Contractor make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

7. The Contractor shall not be relieved of liability to Florida Housing for damages sustained by Florida Housing by virtue of any termination or breach of this Contract by the Contractor.

#### **H. DEFAULT AND REMEDIES**

1. If any of the events listed in subparagraph 2. of this section occur, all

obligations on the part of Florida Housing to continue doing business with the Contractor or assign any future transaction to the Contractor shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Contractor as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Contractor in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:
  - a. If any report, information or representation provided by the Contractor in this Contract is inaccurate, false or misleading in any respect;
  - b. If any warranty or representation made by the Contractor in this Contract or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;
  - c. If the Contractor fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;
  - d. If, in the sole discretion of Florida Housing, the Contractor has failed to perform or complete any of the services identified in the attachments;
  - e. If the Contractor has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;
  - f. If the Contractor has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;
  - g. If the Contractor does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
  - h. If the Contractor commits fraud in the performance of its obligations under this Contract; or
  - i. If the Contractor refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default (Notice of Default), delivered by courier service or electronic mail to the address set forth in Section J, Administration of Contract, herein.



3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may provide the Contractor a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Contractor of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Contractor is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

a. Florida Housing may terminate the Contract on the tenth (10<sup>th</sup>) day after the Contractor receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;

b. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Contractor to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Contractor to reimburse Florida Housing for the amount of costs incurred; or

d. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

## I. TERMINATION

1. Florida Housing may terminate the contract, without cause, at any time upon ten (10) days written notice delivered by courier service or electronic mail to the Contractor at the address set forth in Section J, Administration of Contract, herein.

2. The Contractor may terminate this Contract, without cause, at any time upon ninety (90) days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, set forth in Section J, Administration of Contract, herein. The Contractor shall be responsible for all costs arising from the resignation of the Contractor and the costs associated with the appointment of and transition to a successor Contractor.

J. ADMINISTRATION OF CONTRACT

1. The Florida Housing contract manager for this Contract is:

Contracts Manager  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
Fax: 850.414.6548  
E-mail: [Contracts.Manager@floridahousing.org](mailto:Contracts.Manager@floridahousing.org)

2. The Florida Housing program contact for this Contract is:

David Hearn  
Chief Information Officer  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: [David.Hearn@floridahousing.org](mailto:David.Hearn@floridahousing.org)  
**or the designated successor.**

3. The Contractor contract manager for this Contract is:

Richard Richardson  
IT Manager  
SGS Technologie, LLC  
400 North Adams Street  
Tallahassee, Florida 32301  
Office: 850.364.8807  
E-mail: [Richard@sgstechnologies.net](mailto:Richard@sgstechnologies.net)  
**or the designated successor.**

4. All written approvals referenced in this Contract shall be obtained from the parties' contract manager or their respective designees.

5. All notices shall be given to the parties' contract manager.

K. PUBLIC RECORDS; CONFIDENTIALITY; COPYRIGHT, PATENT, TRADEMARK; FILES

1. Public Records

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by

the Contractor in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Contractor represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2), Fla. Stat., the Contractor is required "to comply with public records laws, specifically to:

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

(ii) 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.

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

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

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

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:**

**Corporation Clerk  
227 N. Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Corporation.Clerk@floridahousing.org**

## 2. Confidentiality

a. If the Contractor asserts that any information or materials intended to be delivered or provided under this Contract constitute a trade secret, or are otherwise confidential or exempt from the public records disclosure requirements of Florida's Public Records Law, such assertion must be made writing to Florida Housing's Contracts Manager upon submitting them to Florida Housing.

b. It is the Contractor's obligation and responsibility to maintain the secrecy of trade secrets and the confidentiality of other confidential information by adequately marking such materials as confidential or exempt before forwarding such information or materials to Florida Housing.

c. In the case of work product furnished to Florida Housing pursuant to this Contract that is confidential, the Contractor will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Contract with any other person or entity, except as authorized or directed by Florida Housing.

d. Working papers, copies, internal documents, procedures, methods and related materials considered confidential and/or proprietary shall be treated as confidential and/or proprietary and shall not be revealed or discussed with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

e. If the Contractor is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the Contractor shall notify Florida Housing in writing of such disclosure within two (2) days after receipt of the Public Records request.

## 3. Copyright, Patent and Trademark

a. If the Contractor brings to the performance of this Contract a pre-existing copyright, patent or trademark, the Contractor shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.

b. If any discovery or invention arises or is developed in the course of or as a direct result of work or services performed under this Contract, the Contractor shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the Contractor shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this Contract are hereby

reserved to Florida Housing.

c. All subcontracts or other arrangements entered into, by the Contractor, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g. audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

#### 4. Files

a. Contents of the Files: The Contractor shall maintain files containing documentation to verify all compensation to the Contractor in connection with this Contract, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the Contractor in connection with this Contract. The Contractor shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Contract.

b. Retaining the Files: The Contractor shall maintain these files for five (5) years after the fiscal year in which the files become inactive, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five (5) year period and extends beyond the expiration of the five (5) year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

c. Access to the Files: Upon reasonable notice, the Contractor and its employees shall allow Florida Housing or its agent(s) access to its files during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.

d. Return of the Files: In the event this Contract is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for the Contractor under this Contract shall be submitted to Florida Housing within fifteen (15) days of such termination at the expense of the Contractor.

#### L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the Contractor or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Contractor shall provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption,

security inspections and audits. The Contractor shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors, and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

2. The Contractor agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.

3. The Contractor agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.

4. The Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) The Contractor agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

5. The Contractor agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.

6. In the event of a breach of PII or other sensitive data, the Contractor must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the Contractor must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; the Contractor's corrective action plan; and the timelines associated with the corrective action plan.

#### **M. OTHER PROVISIONS**

1. This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall lie in Leon County.

2. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the Contractor shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by the Contractor. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

3. Any power of approval or disapproval granted to Florida Housing under the terms of this Contract shall survive the terms and life of this Contract as a whole.

4. The Contract may be executed in any number of counterparts, any one of which may be taken as an original.

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

#### N. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or Federal agency. The Contractor further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

#### O. LEGAL AUTHORIZATION

The Contractor certifies with respect to this Contract that it possesses the legal authority to enter into this Contract and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and assurances contained herein. The Contractor also certifies that the undersigned possesses the authority to legally execute and bind the Contractor to the terms of this Contract.

#### P. PUBLIC ENTITY CRIME

Pursuant to Section 287.133(2)(a), Fla. Stat.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

Any contract in violation of this provision shall be null and void.

#### Q. CONFLICTS OF INTEREST

1. Section 420.503(32), Fla. Stat., states:

Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

- (a) A verbal communication made on the record during a public meeting;
- (b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.

2. By executing this contract, the Contractor certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

3. In addition to the conflict of interest rules imposed by the Florida Statutes, should the Contractor become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the Contractor will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address and individual set forth in Section J, Administration of Contract herein, within ten (10) working days. If Florida Housing, in its sole discretion, finds the Contractor to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with the Contractor or assign any future transaction to the Contractor shall, if Florida Housing so elects, terminate.

#### R. ENTIRE AGREEMENT

This Contract, including any and all attachments, embodies the entire agreement of



the parties. There are no other provisions, terms, conditions or obligations between the parties. This Contract supersedes all previous oral or written communications, representations or agreements on this subject.

S. SEVERABILITY

If any provision of this Contract is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict or unenforceability, and shall be deemed severable, but shall not invalidate any other provision of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract Number 010-2016, each through a duly authorized representative, effective on the Effective Date.

SGS TECHNOLOGIE, LLC

By: 

Name/Title: LAKETHA GADDAM, HR Manager

Date: 04/26/2016

FEIN: 54-2092298

FLORIDA HOUSING FINANCE CORPORATION

By: 

Stephen P. Auger, Executive Director

Date: 4/28/16

**EXHIBIT A**

**REQUEST FOR PROPOSALS (RFP) 2016-01**

**WEBSITE DESIGN, DEVELOPMENT AND HOSTING SERVICES**

**for**

**FLORIDA HOUSING FINANCE CORPORATION**

**January 6, 2016**

## **SECTION ONE INTRODUCTION**

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified firms to provide website design, development and hosting services in accordance with the terms and conditions set forth in this Request for Proposals (RFP), and any other term and condition in any contract subsequently awarded. Respondents will be selected and determined through Florida Housing’s review of each response, considering the factors identified in this RFP. Florida Housing expects to select one or more Respondents that propose to provide all of the arbitrage rebate analyst services specified in this RFP.

## **SECTION TWO DEFINITIONS**

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

“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee composed only of employees of Florida Housing that is established pursuant to Rule 67-49.007, Fla. Admin. Code.
“Contractor”	A person or entity providing the professional services described in Section Four of this RFP.
“Days”	Calendar days, unless otherwise specified.
“Effective Date”	The date the last party signs the contract that is awarded as a result of this RFP.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Respondent”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFP, and submits a response to this RFP.
“Response”	The written submission by an Respondent to this RFP.
“RFP”	This RFP, 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 [www.floridahousing.org](http://www.floridahousing.org).

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

A. The Respondent must submit an original and five copies of the Response to the Contracts Manager in a sealed envelope marked “RFP 2016-01.” Each envelope or package containing Responses must clearly state the name of the Respondent. The Response that is the original must be clearly indicated on that Response. An electronic copy of the Response must also be submitted on a CD or flash drive. Florida Housing will not accept a faxed or e-mailed Response. Florida Housing must receive any Responses on or before 2:00 p.m., Eastern Time, on February 9, 2016. Responses 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 RFP does not commit Florida Housing to award a contract to any Respondent or to pay any costs incurred in the preparation or mailing of a Response.

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 deficiencies and informalities;
2. Accept or reject any or all Responses received as a result of this RFP;
3. Obtain information concerning any or all Respondents from any source;
4. Request an oral interview before the Board from any or all Respondents;
5. Select for contract negotiation or for award a Response other than (or in addition to) that with the highest score in order to serve the best interests of Florida Housing and the public; and
6. Negotiate with the successful Respondent with respect to any additional terms or conditions of the contract.

E. Any interested party may submit any question regarding this RFP 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 January 21, 2016. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on January 28, 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/RequestForProposals/>.

Only written responses or statements from the Contracts Manager that are posted on our website will bind Florida Housing. 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, respondents 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 response.

G. Any person who wishes to protest the specifications of this RFP 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. The term of the contract will be for three years, subject to satisfactory performance at the sole discretion of Florida Housing. If the parties mutually agree in writing, the contract may be renewed once for an additional three years.

I. 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.

J. Pursuant to Fla. Admin. Code R. 67-49.004, Florida Housing may modify the terms of the RFP at any point prior to the due date for Responses. A notice of such modification will be posted on Florida Housing's Website and will be provided to potential Respondents who requested copies of the RFP. Any Respondent will have at least seven days from the date of the posting of the notice of the modification to submit or modify its Response.

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

## **SECTION FOUR SCOPE OF SERVICES**

### **A. Technical Infrastructure**

Florida Housing intends to select one vendor to design, create, and implement a new public-

facing website to replace its current site. The Project will be directed by the vendor under the supervision of designated project management Florida Housing personnel with designated Florida Housing stakeholders and participants where appropriate.

This site and infrastructure will, at a minimum:

- Be hosted on Florida Housing server room equipment or on a cloud hosted infrastructure if feasible;
- Utilize current Florida Housing MS-based operating system technology skill sets and technologies;
- Include a vendor recommended and implemented Web Content Management System for content delivery and management;
- Integrate with existing Florida Housing content repositories and authoritative stores;
- Have requisite content determined and migrated to the new infrastructure by the vendor;
- Be searchable via comprehensive indexed search parameters;
- Be compliant with ADA Section 508 guidelines; and
- Be “mobile-friendly” for use on tablets and smartphones.

Florida Housing’s current infrastructure includes the following:

1. MS Windows Server 2012 and Server 2008 operating system for file and print services and MS Office 365 for email.
2. Workstations utilizing MS Windows 7 or higher OS, with the current webmaster utilizing design tools on MACOS. All proposed solutions must be compatible with these platforms.
3. Microsoft Office 365 for PC and mobile device productivity suites.
4. MS IE or Edge, Google Chrome, Firefox, Safari for web browser access.
5. Internal web infrastructure standards that include Microsoft Internet Information Services (IIS), Microsoft Structured Query Language (MS-SQL).

## **B. Requirements**

The proposed solution must meet all of the following requirements:

1. Design Requirements
  - a. Intuitive and consistent options for navigating the website, particularly when moving from department-to-department and department-to-general information/home page. Recommended, reviewed, and preferred navigation principals are detailed in that

attached BowStern, LLC website evaluation and recommendations report located at:

<http://www.floridahousing.org/FH-ImageWebDocs/BusinessAndLegal/Solicitations/Request%20For%20Proposals/RFP%202016-01%20Website%20Design.%20Development%20and%20Hosting%20Services/Website%20Assessment%20and%20Research%20Report.pdf>

The vendor should use this report as a guideline only, and not as a design requirement or mandate.

b. Use of agreed upon Florida Housing logo, branding, color palette, and iconography. This will be determined and developed in conjunction with Florida Housing's Communications staff.

c. Recommendation, based on cost, requirements and capabilities, on feasibility of utilizing a hosted infrastructure for this redesigned website. Florida Housing's IT management is interested in the feasibility of implementing this site on a cloud-based provider, if possible. However, we recognize that some of the following requirements might preclude or make this option cost prohibitive. An analysis of this option should be prepared with any response and should include a corresponding cost impact.

d. All requisite content to be migrated or populated per the Content Requirements section below.

e. Resultant web site will be based on responsive web design (RWD) principals, with a consistent look and feel across mobile and non-mobile client and browser platforms.

## 2. Project Management Requirements

a. A vendor-supplied project manager will be designated as the point-of-contact for this engagement.

b. The successful vendor will provide evidence of a comprehensive project management approach as part of the RFP response.

c. A project management plan accompanied by a task-oriented project schedule using MS Project or MS Project importable format will be submitted to Florida Housing's IT staff within six weeks of starting work.

d. Comprehensive deliverable requirements and progress reporting during the course of the project. Examples will be provided as part of RFP response.

## 3. Technical Requirements

a. The Florida Housing Site requires implementation of a Web content management system (WCM) that provides for the following at a minimum:

i. A database of information common to all Florida Housing departments (e.g., core-operational data, locations and descriptions of facilities). Florida Housing's preference is to use a third-party industry-recognized Web Content Management (WCM) System rather than an in-house developed or individualized system. Open Systems will be considered based on long-term supportability.

ii. A uniform means of managing web documents, whether posted as web pages or downloadable files. The database needs to include items like the document/page title, description, posting information, and expiration date.

iii. Workflow functionality, providing the ability for some staff members to author content and forward it to other staff for review and approval and subsequent posting.

iv. Historical tracking of modifications and additions, providing an audit-trail as well as roll-back functionality.

b. Integration with and capability to sync to and from production enterprise file systems, SharePoint lists, or document libraries and the OnBase document management system, as appropriate.

c. At a minimum, 256-bit encryption over Secure Socket Layer (SSL) for displaying specific web pages and for information transmitted to and from the website by Florida Housing staff.

d. Google Analytics capabilities plus comprehensive visitor activity logging.

e. The ability to embed custom programmed web applications into the pages with a seamless appearance.

f. Supporting technologies and coding that are based on the Microsoft technology catalog.

#### 4. Content Requirements

a. Contractor will migrate to new platform all required current Florida Housing website content as determined by an enterprise and unit-level requirements gathering process as part of the project; additionally, processes shall be put in place to ensure synchronization between old and new systems if there is a period of coexistence. Florida Housing requires a highly regimented and documented process managed by the vendor to determine site content, its corresponding stakeholders or owners, and the contents' subsequent promotion to the new site. This process, using the recommended WCM, will thus be reusable and familiar to site content owners for future production change



management operation.

b. A large component of Florida Housing site functionality involves making official documents available for public perusal, and this capability must be maintained. Florida Housing requires a system that allows a transparent syncing or transfer of required documents from production repositories to web accessible platform.

## 5. Functional Requirements

a. Public access to all of the features on the website must not depend on a specific browser, i.e., the web interface must be browser agnostic and work with commonly used browsers found on Windows, Linux and Mac computer systems.

b. Capability for easily searching the website and all its content via key words or phrases, to include all indexed document content.

c. Multiple level role-based security, completely contained within the website infrastructure, and not reliant on the existing Florida Housing network security or peer-to-peer connectivity.

d. Pages and features compatible with limited bandwidth access by the public. In other words, Florida Housing is concerned with public access being hindered by a digital divide.

e. Web interface options that can accommodate persons with disabilities in accordance with the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (38 CFR Part 1194).

f. Flexibility within the portion of the site assigned to a department or function for designated staff to add, remove and update content using tools and templates that do not require extensive knowledge of web development languages or technical structure.

g. Capability of the general website administration staff to:

- i. Control size of individual web pages;
- ii. Control size and types of images used within the site;
- iii. Control publishing of links to other websites;
- iv. Report website maintenance activity and statistics on content type: Updates, downloadable documents, web pages, calendars; and,
- v. Report number of visits to website generally and to each department's web

page(s).

h. Email interfaces, if any, must not be dependent on a specific email client.

i. Required documentation requirements will include but are not limited to the following: (Examples from previous engagements should be included in RFP response)

- Technical Environment Specification – detailing site and infrastructure installation and configuration.
- Operation Procedures
- Support and Admin Procedures

j. Troubleshooting Guideability of website to interact with varied customer profiles. At a minimum, the site must allow visitors to sign up for email newsletters, using opt-in and opt-out procedures. Use of industry social media services for this requirement is acceptable given comprehensive use case and operations documentation.

k. Currently, many customer interactions are redirected to a custom application platform <https://extranet.floridahousing.org>. While replacing the functionality of that site is not within the scope of this RFP, for possible future consolidation of this function, this site requires the capability to maintain a custom directory of external users. Initially, this will require basic “Sign-up” and “maintain my profile” functionality.

l. Meeting/event calendar system that allows for each department to add content to a department-specific calendar that appears in the department's portion of the website and that maintains a composite calendar of all Florida Housing departments.

m. Ability to upload data into pre-formatted web pages or document locations.

n. Allow creation of functional groupings of web pages or portions of web pages from multiple departments in order to facilitate public access to information that crosses departmental lines.

o. Option for creation and maintenance of multiple blogs both restricted within a department's portion of the website and made available generally while hosted by a specific department.

p. Allow authorized staff that maintain a specific department's web pages to make some pages available only to visitors with user names and passwords supplied by the department. Authentication method and user directory.

q. Ability for authorized staff to create and/or edit new website pages, including uploading of photographs.

r. The Contractor will be responsible for detailing and reporting all licenses, permits, fees and taxes associated with the system installation. Continued maintenance of

all licensed products or recurring fees should be accounted for in the proposal.

s. All hardware, network, and software installation and configuration must be performed in cooperation and consultation with Florida Housing IT Services or Webmaster staff.

t. Implementation must be accomplished in a manner that minimizes disruption of Florida Housing business via the Internet. Required disruptions and impactful maintenance periods will be performed outside of business hours and scheduled in consultation with Florida Housing project management.

u. Mechanism for members of the public to convey comments, suggestions or questions concerning the website design or information.

## 6. Training

a. Training will be provided for all defined operation roles in the finalized website administration, operations, and maintenance documentation.

b. Training and indoctrination will occur during project implementation rather than at end to allow for feedback and alteration of processes if deemed necessary.

c. Training will occur on site at the Florida Housing office facility.

d. Copies of all training materiel will be provided in editable format to facilitate future training and change management needs.

## **SECTION FIVE CERTIFICATION**

Do not reproduce the language of Section Five in the Response. By inclusion and execution of the statement provided in Section Six, subsection 1, of this RFP, each Respondent certifies that:

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

B. Any material submitted in response to this RFP 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 Response is opened, whichever is earlier.

C. The Respondent, if awarded a contract under this RFP, 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 Respondent is in compliance with Section 287.133(2)(a), Fla. Stat.

E. The Respondent 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 Respondent, if awarded a contract under this RFP, 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 Respondent 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 Respondent other than for the compensation agreed upon in the contract that results from this RFP, unless that Respondent has Florida Housing’s written consent after Florida Housing has been fully informed of such activities in writing.

H. The Respondent 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 Respondent 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 Respondent is found to be in non-compliance with this provision,

without written consent from Florida Housing's Executive Director, any compensation received in connection with the contract will be subject to forfeiture to Florida Housing.

I. The Respondent, in submitting this Response, acknowledges and agrees that the terms and conditions of this RFP, as well as any modifications thereto, will be incorporated into any contract offered as a result of this RFP.

J. CERTIFICATION STATEMENT:

**THE FOLLOWING WILL BE REPEATED IN THE RESPONDENT'S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE RESPONDENT. THIS IS A THRESHOLD ITEM AND FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE RESPONSE.**

"I agree to abide by all conditions of RFP 2016-01 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Respondent and that I am in compliance with all requirements of the RFP, including but not limited to, the certification requirements stated in Section Five of this RFP."



Authorized Signature (Original)

LALITNA GADDAM, HR Manager

Print Name and Title

**SECTION SIX  
INFORMATION TO BE PROVIDED IN RESPONSE**

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

A. COVER LETTER

Each proposal must be accompanied by a cover letter that contains a general statement of the purpose of submission and includes the following information:

1. The name, job title, address, office and cellular telephone numbers, and e-mail address of a primary contact person, who will be responsible for day-to-day contact with Florida Housing, and any backup personnel who would be accessible if the primary contact cannot be reached.
2. Legal business status (individual, partnership, corporation, etc.) and address and telephone number of the Respondent.

**B. GENERAL INFORMATION**

1. Provide evidence that the Respondent is qualified to do business in the State of Florida.
2. Describe the Respondent’s presence in Florida, and ability to be accessible to Florida Housing staff, availability for meetings, conferences, consultation, etc.
3. Describe the Respondent’s ability to provide the services requested in Section Four of this RFP immediately upon award of the contract.
4. Provide a statement of any other Proposals or services, which the Respondent considers to be significant, innovative or otherwise relevant to Florida Housing.

**C. EXPERIENCE AND RESOURCES**

1. Provide at a minimum three separate, verifiable references for which the Respondent has provided services similar to those requested in Section Four of this RFP. Respondents may not use Florida Housing, any confidential clients, nor any subcontractors as a reference. The same client may not be listed for more than one reference. Include the company name, street address, contact name, and phone numbers for these references.

Florida Housing will attempt to call each of the three references to complete the questionnaire below. References should be available for contact between 9:00 a.m. and 5:00 p.m., Eastern Time. Florida Housing will attempt to call each reference three times. In the event that the contact person cannot be reached following three attempts, the Respondent will receive a score of zero for that reference evaluation. Florida Housing will not attempt to correct any of the supplied contact information.

The following questions will be asked:

<b>TABLE A REFERENCE QUESTIONNAIRE</b>	
<b>Question</b>	<b>Score</b>
1. Briefly describe the services the vendor performed for your organization.	N/A
2. How would you rate the contract implementation with this vendor?  Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
3. Did the vendor consistently meet all of its performance milestones/deadlines?  Yes = 3; No = 0	

4. How would you rate the vendor's key staff and their ability to work with your organization?  Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
5. Did the vendor's staff maintain open lines of communication with your organization?  Yes = 3; No = 0	
6. Did the vendor's project/contract manager effectively manage the contract?  Yes = 3; No = 0	
7. Was the vendor's staff responsive to technical direction from your organization?  Yes = 3; No = 0	
8. Would you contract with this vendor again?  Yes = 3; No = 0	
<b>TOTAL SCORE:</b>	

2. Describe the Respondent's experience providing the services or engaging in activities as they relate to the work being requested in Section Four of this RFP.

3. Provide biographies and/or résumés of key proposed project personnel and the role they will be providing. List previous related engagements.

**D. FEES**

Provide the proposed fee to be charged in connection with each of the services described in Section Four of this RFP using Tables B and C below. Failure to provide fees in this format will result in a score of zero for this section.

**NOTE:** Respondents must also provide a detailed fee proposal that supports its annual fees presented in this Exhibit. The detailed fee proposal will be used for informational purposes only. Fees proposed must include all charges relating to the services required under the contract. No expenses, such as telephone, postage and shipping, printing and/or copy costs, and/or travel may be separately charged or reimbursed under the contract.

<b>TABLE B</b>	
<b>FEE SCHEDULE FOR INITIAL CONTRACT TERM</b>	
<u>Item</u>	<u>Fee</u>
Implementation Plan	\$

Website Design	\$
Website and CMS Implementation	\$
Training	\$
Annual Support Fee – Year 1	\$
Annual Support Fee – Year 2	\$
Annual Support Fee – Year 3	\$
<b>TOTAL FEES FOR INITIAL CONTRACT TERM</b>	<b>\$</b>

<b>TABLE C</b>	
<b>FEE SCHEDULE FOR OPTIONAL RENEWAL TERM</b>	
<b><u>Item</u></b>	<b><u>Fee</u></b>
Annual Support Fee – Year 4	\$
Annual Support Fee – Year 5	\$
Annual Support Fee – Year 6	\$
<b>TOTAL FEES FOR OPTIONAL RENEWAL TERMS</b>	<b>\$</b>
<b>GRAND TOTAL FOR ENTIRE CONTRACT</b>	<b>\$</b>

*FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.*

**E. TECHNICAL APPROACH**


Respondents are required to respond to all numbered or lettered bullet items in Section Four, Scope of Services, in this RFP. While “Acknowledged” is an acceptable response to many of these technical requirements, elaboration or explanation of recommendations, methodologies, or documentation of previous engagements is expected.

**F. DRUG-FREE WORKPLACE**

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



I hereby certify on behalf of the Respondent, under the terms of RFP 2016-01, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature:   
 Print Name: LALITHA GADDAM  
 Print Title: HR Manager

**G. MINORITY BUSINESS ENTERPRISE**

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

I hereby certify on behalf of the Respondent, under the terms of RFP 2016-01, that the Respondent is a "minority business enterprise" as defined in Section 288.703(3), Fla. Stat.

Authorized Signature:   
 Print Name: LALITHA GADDAM  
 Print Title: HR Manager

**H. CERTIFICATION (Mandatory Item)**

**FAILURE TO INCLUDE THE CERTIFICATION STATEMENT LOCATED IN SECTION FIVE OF THIS RFP BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE RESPONSE.**

**SECTION SEVEN  
EVALUATION PROCESS**

The individual Committee members will independently evaluate the Responses by reviewing the answers to each of the items identified in Section Six of this RFP and assigning points up to the maximum points allowed for each item. The points available for items in Section Six are to be evaluated are as follows:

<u>Item Reference</u>	<u>Maximum Points</u>
B. General Information.....	10
C.1. Experience and Resources .....	40
C.2. Experience and Resources .....	20
C.3. Experience and Resources .....	20
D. Fees .....	25
E. Technical Approach.....	85
<b>Total Points Available.....</b>	<b>200</b>

For Item C.1., the total score for the three references will be averaged. The maximum point value for this section will be 40 points.

For Item E., Fees, the Respondent with the lowest proposed total cost, exclusive of the fees for the preferred learning management system, will receive the maximum allowable points (25 points). The remaining respondents will receive a percentage of the maximum points, rounded to the nearest whole number, based on the following formula:

$\frac{\text{Lowest Proposed Total Cost}}{\text{Current Respondent's Proposed Total Cost}}$	=	%	x	25	=	<b>Total Points Awarded for that "Total Cost"</b> (Rounded to the nearest whole number)
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In the event of a tie, Florida Housing will give preference in the award process to the Response certifying a drug-free workplace has been implemented in accordance with Section 287.087, Fla. Stat. If a tie continues to exist, Florida Housing will give preference to minority business enterprises as defined in Section 288.703, Fla. Stat.

The Committee will conduct one or more public meetings during which members will discuss their evaluations and develop a recommendation or series of recommendations to the Board. The Committee's recommendation will be based on the cumulative scoring and information gathered from the non-scored items. The Board may use the Responses, the Committee's scoring, the non-scored items in the Responses, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Respondents to whom to award a contract.

### **SECTION EIGHT AWARD PROCESS**

Florida Housing will provide notice of its decision, or intended decision, for this RFP 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.

**ADDENDUM #1**

**REQUEST FOR PROPOSALS (RFP) 2016-01**

**WEBSITE DESIGN, DEVELOPMENT AND HOSTING SERVICES**

**FOR**

**FLORIDA HOUSING FINANCE CORPORATION**

**January 28, 2016**

**Item #1**

The last sentence of Section One, Introduction, is hereby deleted in its entirety and is replaced with the following:

Florida Housing expects to select one Respondent that proposes to provide all of the services specified in this RFP.

**Item #2**

Section Four, Item A. 2. is hereby deleted in its entirety and is replaced with the following:

6. Workstations utilizing MS Windows 7 or higher OS, with the current webmaster utilizing design tools on Windows. All proposed solutions must be compatible with these platforms.

**Item #3**

The first paragraph of Section Six, Item C.1. is hereby deleted in its entirety and is replaced with the following:

9. Provide at a minimum three separate, verifiable references for which the Respondent has provided services similar to those requested in Section Four of this RFP. Respondents may not use Florida Housing, any confidential clients, nor any subcontractors as a reference. The same client may not be listed for more than one reference. Include the company name, street address, contact name, and phone numbers for these references.

**All other terms and conditions of RFP 2016-01 remain the same.**

**To the extent that this Addendum gives rise to a protest, failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

**ADDENDUM #2**

**REQUEST FOR PROPOSALS (RFP) 2016-01**

**WEBSITE DESIGN, DEVELOPMENT AND HOSTING SERVICES**

**FOR**

**FLORIDA HOUSING FINANCE CORPORATION**

**February 11, 2016**

**Item #1**

Section Seven, Evaluation Process, is hereby amended to correct the score for Item C.1, which is worth a maximum point value of 25 points.

<u>Item Reference</u>	<u>Maximum Points</u>
B. General Information.....	10
C.1. Experience and Resources .....	25
C.2 Experience and Resources .....	20
C.3 Experience and Resources .....	20
D. Fees .....	25
E. Technical Approach .....	85
<b>Total Points Available.....</b>	<b>185</b>

For Item C.1., the total score for the three references will be averaged. The maximum point value for this section will be 25 points.

**All other terms and conditions of RFP 2016-01 remain the same.**

**To the extent that this Addendum gives rise to a protest, failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

**EXHIBIT B  
FEE SCHEDULE**

<b>FEE SCHEDULE FOR INITIAL CONTRACT TERM</b>	
<b><u>Item</u></b>	<b><u>Fee</u></b>
Implementation Plan	\$ 3,000
Website Design	\$ 4,500
Website and CMS Implementation	\$ 38,620
Training	\$ 3,000
Annual Support Fee – Year 1	\$ 6,000
Annual Support Fee – Year 2	\$ 5,200
Annual Support Fee – Year 3	\$ 4,600
<b>TOTAL FEES FOR INITIAL CONTRACT TERM</b>	<b>\$ 64,920</b>

<b>TABLE C FEE SCHEDULE FOR OPTIONAL RENEWAL TERM</b>	
<b><u>Item</u></b>	<b><u>Fee</u></b>
Annual Support Fee – Year 4	\$ 3,800
Annual Support Fee – Year 5	\$ 3,200
Annual Support Fee – Year 6	\$ 3,000
<b>TOTAL FEES FOR OPTIONAL RENEWAL TERMS</b>	<b>\$ 10,000</b>
<b>GRAND TOTAL FOR ENTIRE CONTRACT</b>	<b>\$ 74,920</b>