

INVITATION TO BID (ITB) 2018-03

PRINTING AND ELECTRONIC DISTRIBUTION OF OFFICIAL STATEMENTS

for

FLORIDA HOUSING FINANCE CORPORATION

February 14, 2018

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed Bids from qualified firms to provide official statement printing 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.
“EMMA”	The Electronic Municipal Market Access system.
“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.
“Official Statement”	A final official statement, as defined in 17 CFR 240.15c2-12, paragraph (f)(3).

“Preliminary Official Statement” A preliminary version of the Official Statement.

“Website” The Florida Housing Finance Corporation website, the URL of which is www.floridahousing.org.

SECTION THREE PROCEDURES AND PROVISIONS

A. The Bidder must submit an original Bid to the Contract Administrator in a sealed envelope marked “ITB 2018-03” 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 March 13, 2018. Bids will be opened at that time.

Contract Administrator
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
(850) 488-4197
Email: Contract.Admin@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 Contract Administrator at the address given in Section Three, Item A. All questions must be submitted no later than 2:00 p.m., Eastern Time, on February 27, 2018. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on March 6, 2018. Florida Housing will post a copy of all questions received and the corresponding answers on Florida Housing’s website at:

<http://www.floridahousing.org/legal/procurements/invitations-to-bid>.

Only written responses or statements from the Contract Administrator 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 Contract Administrator. 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. 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 Rule 67-49.004, Fla. Admin Code, 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.

K. 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.

L. 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 2018-03, that the Bidder has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

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

M. 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 2018-03, 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. The production requirements that the Contractor shall perform for each bond issue include, but are not limited to, the following:

1. Quantity: Generally no more than 20 Preliminary Official Statements and no more than 100 Final Official Statements (subject to change with each bond issue);
2. First class/Overnight delivery: May be required.
3. Posting: Electronic Posting of Preliminary Official Statements and Final Official Statements.
4. Notification: Preliminary Official Statements and/or Final Official Statements sent via email by the Contractor to up to 300 email addresses.
5. Stock: Four to six pages insert, if required, plus cover: 60lb. #1 white offset. Inside pages: 40 lb. Opaque vellum finish offset.
6. Size: Finished to approximately 8-1/2” x 11”.
7. Pages: Approximately 168 per book. However, this quantity may vary.
8. Ink: Two colors – red and black. (Occasionally there may be a map or logo included with a third color.) Text – black. Cover – black and red (Preliminary Official Statement only).
9. Printing: For any required hard copies, the majority of pages will be printed front and back, including the cover. All printed matter (digital or hard copy) may consist of the following camera-ready material: pictures, drawings, maps and charts, tabular matter and straight printing. Typesetting will be primarily 9 and 10 point, according to industry standards. Preliminary Official Statement will have a 2-color (black and red) cover and all text pages

black ink. Final Official Statement cover and text will be black. On occasion, a 3-color page may be required.

10. **Typesetting:** The majority of each Official Statement will consist of camera-ready pages. The balance will be typeset by the Contractor from pages supplied by Florida Housing. In some instances, Florida Housing may supply the Contractor with all camera-ready pages for the Preliminary Official Statement.

11. **Proofs:** Sets of proofs from the first draft of the Official Statement will be required to be delivered as directed by Florida Housing within three working days after receipt of draft copy, unless Florida Housing shall request earlier delivery as provided for herein. All revisions shall be delivered as directed by Florida Housing no more than two working days after notification of any changes provided to the vendor, unless Florida Housing shall request earlier delivery as provided for herein. Corrections of Contractor errors shall be at the Contractor's expense.

12. **Binding:** Official Statements shall be firmly saddle-stitched with no less than two stitches and trimmed with no ragged edges to approximately 8-1/2" x 11". Perfect binding may be required for some Official Statements.

13. **Delivery:** After Florida Housing, or its agents, has received and approved proofs; the Contractor shall:

- a. Prepare statements as secured PDF Files, complete with bookmarks;
- b. Distribute electronically using e-mail links;
- c. Track download activity;
- d. Post online to the Contractor's website
- e. File with EMMA and Continuing Disclosure on an annual basis; and
- f. Allow for digitally signed Official Statements.

Based on the past five years of activity, Florida Housing anticipates ten or fewer bond issues annually throughout the term of the Contract. Amount of bond issues will be determined by the market and Florida Housing.

B. Shipping: All shipping will be billed at cost and there will be no handling fees.

C. 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.

D. 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 corrected by the Contractor **at the Contractor's expense.**

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)(b), Fla. Stat., the Respondent, if awarded a contract under this RFQ, will be required to comply with public records laws, specifically to:

1. Keep and maintain public records required by Florida Housing to perform the service.

2. Upon request from Florida Housing’s custodian of public records, provide Florida Housing 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.

3. 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 Florida Housing.

4. Upon completion of the contract, transfer, at no cost, to Florida Housing all public records in possession of the contractor or keep and maintain public records required by Florida Housing to perform the service. If the contractor transfers all public records to Florida Housing upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Florida Housing, upon request from Florida Housing' custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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**

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 Respondent will provide written notification (Notice of Conflict of Interest) to Florida Housing's Contract Administrator within 10 working days for review by Florida Housing's Executive Director in consultation with their Ethics Officer. If the Respondent is found to be in non-compliance with this provision, any compensation received in connection with this 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 2018-03 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**

Product Description	Quantity		Unit Price	Total	
Preliminary Official Statements 168 pages, 8½ x 11, perfect bound	20	x		\$	A
Official Statements 168 pages, 8½ x 11, perfect bound	100	x		\$	B
Preliminary Official Statements Electronic	20	x		\$	C
Official Statements Electronic	100	x		\$	D
GRAND TOTAL	(A+B+C+D=E)			\$	E

The Bidder must fill out the Bid Price form in its entirety, or the 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.

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 each Bid certifying that 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. 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 2018-03 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.

Bidder:		
Address:		
City:	State:	Zip:
Authorized Signature & Date:		
Title:	Phone:	

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.