

REQUEST FOR PROPOSALS (RFP) 2013-04

PRINTING SERVICES

for

FLORIDA HOUSING FINANCE CORPORATION

Published: April 18, 2013
Responses Due: May 20, 2013

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (Florida Housing) is soliciting competitive, sealed responses from qualified firms to provide services for the printing, binding, shipping, and electronic transmission of preliminary and final official statements (Official Statements) and related materials to be issued by Florida Housing in accordance with the terms and conditions set forth in this Request for Proposals, and any other term and condition in any contract subsequently awarded. Florida Housing cannot determine the exact amount or type of bonds that will be issued during the contract period. The number of editions of Official Statements to be typeset and printed or otherwise reproduced throughout the contract period will vary based on the number of bonds issued by Florida Housing. Most editions will consist of two Official Statements (Preliminary and revised or Final Official Statement). The majority of Preliminary Official Statements will be issued electronically. Florida Housing in no way guarantees or agrees that any specific quantity of Official Statements will be ordered, but only that such Official Statements will be ordered if, when, and as needed. An Offeror shall be selected and determined through Florida Housing's review of each response, considering the factors identified in this RFP and any other factors that it considers relevant to serving the best interests of Florida Housing and its mission. Florida Housing intends to select a single offeror to provide all of the services specified in this RFP.

SECTION TWO DEFINITIONS

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

“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee appointed by the Executive Director that acts according to Fla. Admin. Code R. 67-49.007.
“Contract”	The document containing the terms and conditions of this Request for Proposals and any other term and condition that the parties require.
“Contractor”	A person or entity providing the 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 Request for Proposals.
“Florida Housing”	Florida Housing Finance Corporation, a public Florida Housing and public body corporate and politic created by Section 420.504, Fla. Stat.
“Interested Party”	A person or entity that obtains a copy of the Request for Proposals from Florida Housing.
“Offeror”	Any person or entity that submits a response to this Request for Proposals.
“Official Statement”	A final official statement, as defined in Rule 15c2-12, paragraph (f)(3), promulgated by the Securities Exchange Act of 1934.
“Preliminary Official Statement”	A preliminary version of the Official Statement.
“Response”	The written submission by an Offeror.
“RFP”	This Request for Proposals, including all exhibits referenced in this document and all other documents incorporated by reference.
“Staff”	Any employee of Florida Housing, including the Executive Director.
“Threshold Item”	A mandatory requirement of the RFP. Failure to meet any requirement in the RFP designated as a “Threshold Item” shall result in rejection (no further action) of a Response.
“Website”	The Florida Housing Finance Corporation website, the home address of which is www.floridahousing.org .

SECTION THREE PROCEDURES AND PROVISIONS

A. An Offeror must submit an original and four (4) copies of the Response in a sealed envelope marked “RFP 2013-04.” An electronic copy of the response must also be provided on a compact disc or flash drive. Each envelope or package containing Responses must clearly state the name of the Offeror. The Response that is the original must be clearly indicated on that Response. 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, Monday, May 20, 2013. Responses shall be opened at that time. Responses must be addressed to:

Sherry Green
Contracts Administrator
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
(850) 488-4197; Fax (850) 414-6549
Email: sherry.green@floridahousing.org

B. This RFP does not commit Florida Housing to award a Contract to any Offeror or to pay any costs incurred in the preparation or mailing of a Response.

C. Florida Housing reserves the right to do the following:

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 Offerors from any source;
4. Request an oral interview before the Board from any or all Offerors;
5. Select for Contract negotiation or for award a Response other than that with the highest score if, in the judgment of Florida Housing, its and the public's best interest shall be served; and
6. Negotiate with the successful Offeror with respect to any additional terms or conditions of the Contract.

D. Any Interested Party may submit any question regarding this RFP in writing via mail, fax, or e-mail to Sherry Green at the address given in Section Three, paragraph A. All questions are due by 5:00 p.m., Eastern Time, on Monday, April 29, 2013. Phone calls shall not be accepted. Florida Housing expects to respond to all questions by 5:00 p.m., Eastern Time, on Thursday, May 2, 2013. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's website at:

<http://www.floridahousing.org/Home/BusinessLegal/Solicitations/RequestForProposals.htm>

Florida Housing shall also send a copy of those questions and answers in writing to any Interested Party that requests a copy. Florida Housing shall determine the method of sending its answers, which may include regular U.S. mail, overnight delivery, fax, e-mail or any combination of the above. Only written responses or statements from Sherry Green, or her designee that are posted on our website shall bind Florida Housing. No other means of communication, whether oral or written, shall be construed as an official response or statement from Florida Housing.

E. 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 Fla. Admin. Code Rule Chapter 28-110. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

F. The term of the Contract shall 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 twice. Each renewal shall be for an additional one-year period.

G. Pursuant to Fla. Admin. Code R. 67-49.004, Florida Housing may modify the terms of the RFP at any point prior to two (2) weeks of the due date for Responses. A notice of such modification shall be posted on Florida Housing's Website and shall be provided to potential Offerors who requested copies of the RFP. The deadline for receipt of Responses may be extended as deemed necessary by Florida Housing.

H. From time to time and in accordance with its procurement rules, Florida Housing contracts with vendors ("Florida Housing Contract Vendor") to provide certain services. Prior to ordering any services in connection with this RFP, whether on behalf of the Offeror, Florida Housing, or any third party, the successful Offeror shall first consult with Florida Housing's Contract Administrator and if such services are available through a Florida Housing Contract Vendor, the successful Offeror shall utilize the Florida Housing Contract Vendor to provide such services. Any costs or expense incurred for services provided by a vendor other than a Florida Housing Contract Vendor (when such services are available through a Florida Housing Contract Vendor), shall not be eligible for payment hereunder; rather, all such costs or expense shall be the sole responsibility of the successful Offeror.

I. The terms of this RFP, and any modifications thereto, shall be incorporated into any Contract offered as a result of this RFP. Failure of a successful Offeror to accept these obligations in the final Contract may result in cancellation of the award at Florida Housing's sole discretion.

SECTION FOUR SCOPE OF SERVICES

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

- (a) Quantity: Generally no more than 20 Preliminary Official Statements and no more than 100 Final Official Statements (subject to change with each bond issue);
- (b) First class/Overnight delivery: May be required.

- (c) Posting: Electronic Posting of Preliminary Official Statements and Final Official Statements.
- (d) Notification: Preliminary Official Statements and/or Final Official Statements sent via email by the Contractor to up to 300 email addresses.
- (e) Stock: Four to six pages insert, if required, plus cover: 60lb. #1 white offset. Inside pages: 40 lb. Opaque vellum finish offset.
- (f) Size: Finished to approximately 8-1/2" x 11".
- (g) Pages: Approximately 168 per book. However, this quantity may vary.
- (h) Ink: Two (2) 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).
- (i) Printing: Majority of pages will be printed front and back, including the cover. Printed matter 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. 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.
- (j) 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.
- (k) 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. However should Florida Housing staff be present at the Contractor's facility, any changes submitted during such visit shall be made in an expedited manner with revised proofs submitted to such Florida Housing personnel as soon as possible at each facility, with no additional overtime charges. Corrections of Contractor errors shall be at the Contractor's expense.
- (l) Binding: Official Statements shall be firmly saddle-stitched with no less than two (2) stitches and trimmed with no ragged edges to approximately 8-1/2" x 11". Perfect binding may be required for some Official Statements.

- (m) Delivery: After Florida Housing, or its agents, has received and approved proofs; the Contractor shall complete and ship the finished product as directed by Florida Housing. Mailing lists or labels will be supplied by Florida Housing or its agents. Copies of Official Statements not mailed shall be delivered to Florida Housing. At the direction of Florida Housing, or its agents, the Contractor shall provide printed envelopes for first class mailing of Official Statements.

SECTION FIVE CERTIFICATION

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

A. The Offeror 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 shall 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, after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 10 Days after the Response is opened, whichever is earlier.

C. The Offeror is in compliance with Section 420.512(5), Fla. Stat., which provides:

“Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term ‘service provider’ means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to Florida Housing, while the service provider provides services to Florida Housing, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to

provide services to Florida Housing, while the service provider provides services to Florida Housing, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to Florida Housing a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to Florida Housing, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of Florida Housing.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and Section 120.565, Fla. Stat.

(f) If Florida Housing determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into Contracts with the service provider.”

D. For the purpose of Section 420.512(5), Fla. Stat., “Prohibited Business Solicitation Communications” is defined by Section 420.503(31), Fla. Stat., which provides:

“‘Prohibited business solicitation communication’ means a private written or verbal communication between a member, officer, or covered employee of Florida Housing and a service provider regarding the merits of the service provider and whether Florida Housing 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 Florida Housing and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to Florida Housing in response to a Florida Housing 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.”

E. The Offeror is in compliance with Section 287.133(2)(a), Fla. Stat., which provides in part:

A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a Provider, supplier, sub Provider, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., for CATEGORY TWO: \$35,000, for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision shall be null and void.

F. The Offeror acknowledges that any Offeror selected shall be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Offeror other than the compensation agreed upon in the Contract that results from this RFP, unless that Offeror has written consent from Florida Housing's Executive Director after Florida Housing has been fully informed of such activities in writing.

G. In addition to the conflict of interest rules imposed by the Florida Statutes, the Offeror that is selected to provide these services may not engage 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 Offeror shall provide notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within 10 working days, seeking written consent from Florida Housing's Executive Director. If the Offeror 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 shall be subject to forfeiture to Florida Housing.

H. The Offeror, in submitting this Response, acknowledges and agrees that the terms and conditions of this RFP, as well as any modifications thereto, shall be incorporated into any Contract offered as a result of this RFP. Such terms and conditions include, but are not limited to, the obligation of any successful Offeror to order any services to be provided in connection with this RFP from a Florida Housing Contract Vendor as provided in Section Three, paragraph H hereof.

I. Certification Statement (**Threshold Item**)

THE FOLLOWING SHALL BE REPEATED IN THE OFFEROR'S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE OFFEROR. FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE SHALL RESULT IN REJECTION OF THE RESPONSE.

“I agree to abide by all conditions of RFP 2013-04 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Offeror 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)

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), and limit your proposal to one bound volume. Responses to the items must be included immediately after the restated items without any reference to any appendix.

A. GENERAL INFORMATION

1. Provide a brief history of the Offeror, including the year organized, ownership, affiliated companies and relationships, and the total number of employees.
2. Describe the Offeror's experience with providing services or engaging in activities as they relate to the work being requested in Section Four of this RFP.
3. Provide the name, job title, address, office and cellular telephone numbers, fax number, and e-mail address of a contact person for the Offeror. Also include the location of the Offeror's printing facility.

4. Provide evidence of certification from the Department of State that the Offeror is qualified to do business in the State of Florida.
5. Identify the services and requirements referenced in this RFP that the Offeror is unable to fully perform, if any, and state reasons for the same.
6. Provide a list of all clients, identifying the type of business, for which the Offeror has performed services that are similar in scope of services to be provided to Florida Housing pursuant to this RFP.

B. WORK PLAN FOR SCOPE OF SERVICES

Describe the Offeror's plan to provide the services requested in Section Four of this RFP immediately upon award of the Contract.

C. QUALIFICATIONS OF PERSONNEL

Provide the qualifications of personnel who will be assigned to provide the services being requested in Section Four of this RFP.

D. SYSTEM SOFTWARE

1. Describe the Offeror's technology capabilities with regard to equipment and systems as it relates to this RFP, including the ability to integrate PDF documents for electronic distribution, and quality of scanned documents. Describe any emergency backup capabilities in the event of computer failure, natural disasters (e.g. hurricanes), etc.
2. Describe online services, if any, provided for clients.

E. COSTS/FEES/LEAD TIME

Provide a list of costs/fees/lead time Florida Housing will incur as a result of the Offeror's selection, to include printing and typesetting of 100-150 Official Statements; e-mailing of Preliminary Official statements; and for each mailing method.

F. DRUG-FREE WORKPLACE

If the Offeror has implemented a drug-free workplace program, pursuant to Section 287.087, Fla. Stat., the Offeror must submit a valid affidavit to demonstrate its status.

G. MINORITY BUSINESS ENTERPRISE

If the Offeror is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Offeror must submit a valid affidavit to demonstrate its status.

H. Certification (**Threshold Item**):

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

SECTION SEVEN EVALUATION PROCESS

Individual Committee members shall evaluate and rank the Responses independently. As indicated in this section, points shall be assigned to certain items presented in Section Six of this RFQ. The individual Committee members shall evaluate the Responses by reviewing the answers to each of the items and assigning points up to the maximum points allowed for each item. The Committee shall not use those items without points assigned in computing the numerical score, but shall use them as part of their evaluation and recommendation process, for informational purposes, or as a basis for possible disqualification. The Committee shall also use the various scored items as a part of its evaluation and recommendation process. Based on the criteria for selection, committee members shall rank each Response with the highest rank being "1". The Committee may conduct one or more public meetings during which members may discuss their evaluations, make any adjustments deemed necessary to their evaluations to best serve the interests of Florida Housing's mission, interview Offerors, observe presentations by Offerors, and develop a recommendation or series of recommendations to the Board. The Committee and/or Staff may make a recommendation, in addition to providing the ranking information and the information from the non-scored items to the Board for the Board to use in making the final selection. The Committee and/or Staff may also give the Board a written and/or verbal narrative describing the reasons for any recommendation. In the event of a tie, Florida Housing shall give preference 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 shall give preference to minority business enterprises as defined in Section 288.703, Fla. Stat. Staff may recommend that the Board conduct oral interviews as part of the evaluation process to select the Offeror. The Board may use the Responses, the Committee's ranking, the non-scored items in the Responses, any other applicable or relevant information or recommendation provided by the Committee or Staff, any oral presentations of Offerors and any other information the Board deems relevant in its selection of Offerors to whom to award a Contract.

Item Reference Maximum Points

A. General Information	15
B. Work Plan for Scope of Services.....	25
C. Qualifications of Personnel.....	25
D. System Software	20
E. Costs/Fees	30
Total Points Available	115

**SECTION EIGHT
AWARD PROCESS**

Florida Housing shall 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., et. al. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., et. al. or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.