



**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 16-249
REQUEST FOR PROPOSAL**

WEBSITE DESIGN & DEVELOPMENT SERVICES

DATE OF ISSUE: JUNE 5, 2017

QUESTIONS DUE: JUNE 20, 2017, 4:00 PM (EST)

PROPOSALS DUE: JULY 13, 2017, 2:00 PM (EST)

Please check BCHA's web site for addenda and changes before submitting your proposal

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1. Introduction

The Broward County Housing Authority (herein after, “BCHA”) is a Public Housing Agency established in June 1969 under the U.S. Housing Act of 1937 and Chapter 421 of the Florida Statutes and is an Independent Special District of the State of Florida.

The mission of Broward County Housing Authority, its affiliates and instrumentalities (hereinafter, jointly referred to as “BCHA”) is to create, provide and increase high quality housing opportunities for Broward County residents through effective and responsive management and responsible stewardship of public and private funds.

The United States Department of Housing and Urban Development (“HUD”), a federal agency, partially funds and monitors operations of the BCHA. Nothing contained in this RFP or in the contract resulting from the selection process shall be construed to create any contractual relationship between the successful Proposer and HUD.

BCHA maintains a website at <http://www.bchafl.org> with information for clients, landlords, prospective business partners, and the public at large.

2. Solicitation Background and Anticipated Schedule

BCHA is seeking to obtain proposals from firms qualified to perform services as described within the Scope of Work listed below.

It is the intention of BCHA to award a contract for a term of two years with three (3), one-year renewal option periods.

This solicitation is subject to the BCHA Procurement Policy, as revised September, 18, 2013, a copy of which will be provided upon request.

Every effort will be made to maintain this schedule. However, all dates are subject to change if it is deemed to be in the best interest of BCHA.

Anticipated Solicitation Schedule Event	Date (and Time)
RFP Published	June 5, 2017
Site Visit	N/A
Pre-Bid Meeting	N/A
Deadline for Receipt of Questions and/or Comments via E-Mail	June 20, 2017 4:00 PM EST
Date of Addendum for Response to Questions	June 23, 2017
Deadline for Proposal Submissions	July 13, 2017 2:00 PM EST
Evaluation Committee Review of Proposals	July 17 - July 21, 2017
Interviews	July 24 - July 28 2017 (if applicable)
Approval by Board of Commissioners – Anticipated Date	August 16, 2017
Effective Date of New Contract – Anticipated Date	September 01, 2017

3. Reservation of Rights

- 3.1. BCHA reserves the right to reject any or all proposals, to waive any informality in the solicitation process, or to terminate the solicitation process at any time, if deemed by BCHA to be in its best interest.
- 3.2. BCHA reserves the right not to award a contract pursuant to this solicitation.
- 3.3. BCHA reserves the right to award separate agreements based on criteria that BCHA determines to be appropriate. BCHA reserves the right to name a secondary or backup contractor to be utilized based on criteria that BCHA determines to be appropriate.
- 3.4. BCHA reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience or for contractor default upon ten days written notice to the successful proposer(s).
- 3.5. BCHA reserves the right to increase or delete any scheduled items, and/or increases or reduce the quantity of any scheduled item as deemed necessary and to make other changes and modifications consistent with BCHA's policies, and the laws and regulations governing HUD programs.
- 3.6. BCHA reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this solicitation.
- 3.7. BCHA reserves the right to retain all responses submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Contracting Officer.
- 3.8. BCHA reserves the right to negotiate the fees submitted.
- 3.9. BCHA reserves the right to reject and not consider any response that does not meet the requirements of this solicitation, including but not necessarily limited to:
 - incomplete responses and/or responses offering alternate or non-requested services;
 - failure to use BCHA and HUD provided forms, or
 - failure of the proposer to check for addenda or corrections and adhere to any revised requirements.
- 3.10. BCHA shall have no obligation to compensate any proposer for any costs incurred in preparing the response to this solicitation.
- 3.11. In the event of legal action BCHA will not waive trial by jury.
- 3.12. BCHA at its sole discretion will select a venue for any legal proceedings arising from this contract.
- 3.13. This request for proposal and any subsequent contract supersedes any other agreement with contractor/vendor.

4. Purpose

The purpose of this Request for Proposal (RFP) is to procure a website designer/programmer to re-design the Broward County Housing Authority's website on the World Wide Web.

Broward County Housing Authority (BCHA) wishes to re-design their website with the following goals:

Improve the information architecture that supports easy navigation for both internal and external stakeholders.

Internal Stakeholders:

Employees

- Develop an intranet homepage to host BCHA's common shared document.

Administrator

- Recommend easy to use content management software (CMS) for daily webpage updates (such as editing text; creating new web pages, graphics, and forms without altering the source code).
- Use current Hypertext Markup Language (HTML) and Cascading Style Sheets (CSS).

External Stakeholders:

General Public

- Re-design BCHA's website with a user friendly interface;
- Website must be compliance with Americans with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act.
- Ability to add a secure online connection SSL for emails, Remote login for telecommutes, vendors and clients wishes to do business with BCHA.

Background:

Though BCHA envisions retaining some of its existing content, it will primarily be used as a basis for enhancement and improvement.

The web site has a widely varied audience and purpose:

- Existing tenants who require information concerning BCHA and HUD regulations
- Existing landlords who require information concerning BCHA and HUD regulations and who wish to download BCHA forms.
- Landlord searching for information on how to list their property for inclusion in the Section 8 program
- General public looking for housing, including information on Waiting List openings and qualifications to become an Applicant, in both Section 8 and Multi-Family Housing
- Existing tenants housed with other Housing Authorities in the U.S. inquiring on how they can transfer their voucher to BCHA
- Information on Multi-Family properties (to include pictures of the properties and directions)
- Employment seekers

- General public seeking information on the BCHA Board of Directors, their meeting schedule, and current meeting agenda.
- Homeowners seeking information on the Housing Counseling program
- Vendors, including information on becoming an approved vendor and current RFPs/RFQs
- Developers and Banks searching for information on BCHA's affordable housing programs and developments
- Other PHAs and local governmental searching for information on BCHA's annual plans and financial statements.

BCHA would like to use an industry standard platform such as but, not limited to Dreamweaver instead of a proprietary Content Management System (CMS).

5. Scope of Work

The selected vendor will be responsible for:

- a. Consulting with BCHA's web development committee to review the current website and suggest improvements.
- b. Vendor will provide mockups of three (3) dynamic home page design layouts for BCHA to decide upon
- c. Vendor to provide sitemap of website for BCHA input and approval
- d. Vendor to Re-design BCHA proprietary logo in a digital format for various mediums.
- e. Create website based on recommendations from BCHA committee and the following basic requirements:
 - The BCHA's website will contain approximately 70 pages.
 - Webpage must have a uniform color schemes and BCHA branding.
 - Will contain graphic elements, fillable PDF forms, calendar and media files (with ability to edit text; creating new web pages, graphics, and forms without altering the source code).
 - Website must be compatible with latest version of Chrome, Firefox, Safari and Internet Explorer 10 and newer. Latest version of Windows OS, IOS 7, Android 4 and Windows Mobile 8.
- f. Website must be made available in English, Spanish and Creole (using the Google Translator)
 1. As optional, please provide cost for additional Spanish and creole web pages. Use the attachment C-3, line 5.
- g. Hosting website options:
 1. Vendor provides hosting (must provide admin and power user access)
 - Provide the International Organization for Standardization (ISO)
 - Server - Operating System, Disk allocation, bandwidth and security
 - Share or Dedicated server
 - Backup schedules
 2. BCHA continues to host website
- h. Provide estimate of 3 years maintenance for website (which includes updates within 1

business day)

i. Documentation & Training

- 2 days on-site employee's training
- 1 days on-site IT training
- Manual on updating text, graphic elements, fillable PDF forms, calendar, and media files
- HTML coding for all pages

5.1. **Designer/Programmer Minimum Qualifications**

The Designer/Programmer submitting proposals on this project must show evidence of at least four (4) years' experience, have produced a minimum of ten (10) websites of similar complexity, and must have worked with at least three (3) clients similar in size to BCHA. Designer/Programmer must have demonstrated expertise in art direction, writing, programming, systems administration, database design, and multimedia programming.

All proposals must contain the following information:

- a. A concise description of how the proposer meets the qualification listed under Section 12.1.
- b. A conceptual plan demonstrating how the proposer will fulfill items listed under Section 5, Scope of Work above. Additional material may be requested by BCHA before selecting a successful proposal.
- c. Name and contact information for the key person assigned to the project.
- d. Resumes or background descriptions of all key personnel to be assigned to this project.
- e. Information on work (similar to the current project) completed by proposer over the past four (4) years. A minimum of three (3) complete references must be submitted. **COMPLETE ATTACHMENT D**
- f. A list of work to be subcontracted by the proposer to fulfill the items listed under Section 5, Scope of Work. **Information on subcontractor qualification must also be included.**
- g. A summary of the approach the proposer will use to work with BCHA staff to ensure project communication will be conducted efficiently and that project timelines will be met.
- h. Timeline for completion.
- i. Lump sum for design and development of website. In addition, include sub totals for line items under Section 6, Scope of Work.
- j. Hourly rate for additional consultation and programming.

5.2. **Deliverable Items/Performance Requirements**

1. Period of Performance

The period of performance shall begin upon the date the contract is signed by all parties and extend for one (1) full year. The contract may be renewed for four (4) additional one (1) year terms upon agreement by both parties.

2. Deliverable Items

All HTML documents, design elements, graphics and supporting materials associated with a complete website.

3. Delivery Deadlines

The website will be completed within six months from contract execution.

6. Cost and Price Information (To submit in a separate sealed envelope):

- 6.1. The Authority is requesting that the vendor provides a lump sum amount to cover requirements as outlined in the Scope of Work, Website Design & Development, Section 5.
- 6.2. The Authority is requesting that the vendor provides hourly rate for additional consultation and programming.
- 6.3. Other services or items considered to be reimbursable expenses should be listed and described as appropriate (e.g. mailing costs, photography).

7. Awarded Vendor's Responsibilities

- 7.1. The selected Vendor shall be responsible for the professional quality, accuracy, timely completion, and coordination of all services, as provided for herein, furnished by the Vendor and its principals, officers, employees, and agents. In performing such services, Vendor shall follow practices consistent with generally accepted professional standards.
- 7.2. All employees of the Vendor shall be considered to be, at all times the sole employees of the Vendor, under his sole direction and not an employee or agent of BCHA. BCHA may require the Vendor to remove an employee if it deems the employee to be careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on BCHA property is not in the best interest of BCHA.
- 7.3. BCHA shall reserve the right to demand and receive a change in personnel assigned to the work if BCHA believes that such change is in its best interest and in the completion of the assigned work.
- 7.4. The Vendor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- 7.5. Vendor shall have in its employ, or under its control, sufficient qualified, experienced and competent personnel to perform work promptly and in accordance with a schedule or work program, as approved by BCHA. Vendor shall employ only such workers as

are skilled in the tasks to which they are assigned. Vendor shall be responsible for overseeing the work of all workers.

8. Response

8.1. Licensing and Insurance Information

Before a contract pursuant to this RFP is executed, the apparent successful Vendor must hold all necessary, applicable professional licenses required by the State of Florida and all other regulatory agencies necessary to complete the Services. The Vendor shall obtain, at the Vendor's expense, any permits, certificates and licenses as may be required in the performance of the work specified. All required licenses shall remain active and valid during the entire duration of the subsequent contract. BCHA may require any or all Vendors to submit evidence of proper licensure.

- 8.1.1. Proof of Insurance shall be provided to BCHA prior to the execution of a contract. Unless otherwise stated by BCHA, the successful proposer(s) will be required to obtain and maintain the following insurance coverage during the entire Contract Term:
- 8.1.2. Proposer shall submit an original certificate evidencing the proposer's current Worker's Compensation carrier and coverage amount. BCHA will not accept state waiver of worker's compensation insurance liability;
- 8.1.3. An original certificate evidencing General Liability coverage evidencing a minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000 with a deductible of not greater than \$1,000;
- 8.1.4. Professional Liability: Professional Liability insurance in the amount of not less than \$1,000,000 per claim; \$2,000,000 aggregate.
- 8.1.5. Vendor agrees, and hereby authorizes its insurer, to notify BCHA of any substantial change in such insurance coverage described herein. Substantial change includes, but is not limited to, events such as cancellation, non-renewal, reduction in coverage, or receipt of a claim against such coverage with a potential recovery in excess of twenty percent (20%) of available coverage. BCHA shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.
- 8.1.6. The premium cost of all insurance purchased by the Vendor for protection against risks assumed by virtue of the contract shall be borne by the Vendor and is not reimbursable by BCHA.
- 8.1.7. BCHA reserves the right, but not the obligation, to review and revise any insurance requirements, including limits, coverages and endorsements, based upon insurance market conditions affecting the availability and affordability of coverage. Additionally, BCHA reserves the right, but not the obligation, to

review and reject any insurance policies, certificates of insurance, or insurer failing to meet the criteria stated herein.

8.2. Client References (Attachment D)

8.2.1 List the name, addresses, services performed, contact persons, as well as contact phone numbers, fax numbers and e-mail addresses of at least three clients for whom similar services are being performed currently or within the past two years.

8.2.2 Include information specifying if the clients are past or current.

8.2.3 Advise clients being submitted as references that they may be contacted by BCHA staff in the evaluation of the response.

8.3. Fee Escalation

Prior sixty days of the end of each contract period the proposer may make a request for a fee escalation. BCHA will consider a request for fee escalation subject to adequate justification provided by contractor, limited to the increase in the Consumer Price Index for Services for the Miami-Fort Lauderdale, Florida market. Failure to request the fee increase before sixty days prior to the end of each contract period will invalidate any subsequent request.

8.4. Site Visit

Not applicable

8.5. Pre-Bid Meeting

Not applicable

9. Response Submission

9.1. All responses submitted pursuant to this solicitation shall be formatted in accordance with the following table. Each category shall be separated by numbered index dividers (which number extends so that each tab can be located without opening the response) and labeled with the corresponding tab reference also noted below.

Tab	Contents
1	Form of Proposal: Attachment A of this solicitation document.
2	Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract found At http://www.hud.gov/offices/cpo/forms/hud5369c.pdf
3	Profile of Firm Form: Attachment B of this solicitation document with IRS Form W-9, license, and insurance certificates.
4	Response to Evaluation Factor 1: Organizational Overview. Submit response as Attachment C-1 . See Section 12.1.
5	Response to Evaluation Factor 2: Firm’s Strategy and Program Development. Submit response as Attachment C-2 . See Section 12.2.
6	Response to Evaluation Factor 3: Fee Information. Submit response on Fee Sheet listed as Attachment C-3 . See Section 12.3. (To submit in a separate sealed envelope)
7	Client References: Attachment D of this solicitation document, addressing requirements as listed within solicitation document.

- 9.2. It is preferable and recommended that the response be bound in such a manner that BCHA can, if needed, remove the binding to make copies then return the response to its original condition. BCHA suggests that either comb type binding or three ring binding be used.
- 9.3. All responses shall be submitted to the contact person and addressed and by the date specified on the first page of this solicitation document.
- 9.4. **The proposer shall submit one (1) original signature copy (marked “ORIGINAL”) with three (3) exact copies and one (1) sealed bid price with your submission.** They shall be placed unfolded in a sealed package and addressed to:

**Broward County Housing Authority
Attn: Anthony Cariveau
4780 North State Road 7
Lauderdale Lakes, Fl. 33319**

9.5. Submission Responsibilities

- 9.5.1 The proposer shall ensure that the response is received by the time and date indicated on the first page of this solicitation document. The package shall clearly indicate the solicitation number and title. Submissions received after the noted deadline will not be accepted. The official US time at <http://www.time.gov> shall determine receipt within deadline.
- 9.5.2 Do not fold or make any additional marks, notations, or requirements on the documents to be submitted. Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if such additional marks, notations, or requirements are entered on any of the documents submitted, such may invalidate that response.

- 9.5.3 By virtue of completing, signing, and submitting the completed documents, the vendor is stating agreement to comply with all of the conditions and requirements set forth within those documents.
- 9.5.4 All information presented in response to this RFP must be included in the submitted response. There can be no information that is linked to a website that requires reviewers to access the website for consideration of content. Any such conditions will not be considered as part of the Vendor's proposal. BCHA may award a contract on the basis of initial offers received, without discussions; therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

10. Administrative Terms and Conditions

In order to maintain a fair and impartial competitive process, BCHA shall avoid private communication concerning this procurement with prospective Vendors during the entire procurement process. From the issue date of this RFP until the final award is announced, Vendors are not allowed to communicate about this RFP for any reason with any BCHA staff except through the RFP Point of Contact named below, during the Pre-Proposal Conference (if any), as otherwise defined in this RFP or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. BCHA reserves the right to reject the proposal of any Vendor violating this provision.

- 10.1. Vendors shall address all communication and correspondence relating to this solicitation to the contact person named on the cover sheet of this document. Vendors shall not make inquiry or communicate with any other BCHA staff member or official, including the Audit Committee and the Board of Commissioners, pertaining to this solicitation. Failure to comply with this requirement may be cause for BCHA to disqualify from consideration a response submitted by the proposer doing so.
- 10.2. All questions, requests for information or clarification pertaining to this solicitation shall be submitted via e-mail to the contact person named on the cover sheet of this document. Questions will not be accepted via telephone. Responses to questions shall be made via the form of addenda which will be posted on the BCHA website and on Demandstar.
- 10.3. Unless an answer or information is provided by BCHA in writing as part of an addendum, such information shall have no effect and may not be relied upon by the Vendor.

11. Notices

- 11.1. All notices, demands, requests, and claims pertaining to the award of this contract must be addressed in writing to:

Anthony J. Cariveau, Purchasing Director
Broward County Housing Authority
4780 North State Road 7
Lauderdale Lakes, FL 33319-5860

11.2. Any actual or prospective Proposer may protest the solicitation or award of a contract for serious violations of the principles of the BCHA Procurement Policy. Any protest against a solicitation must be received before the due date for the receipt of bid proposals, and any protest against the award of a contract must be received within five (5) calendar days after the notice of award is posted on BCHA's website, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter no later than five (5) working days following receipt of the bid protest/award. The Contracting Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. Following the issuance of the written decision, the contractor may appeal the initial decision to BCHAs' CEO. BCHAs' CEO shall then issue a decision on the appeal no later than ten (10) working days following receipt of the request of the appeal. The decision of BCHAs' CEO shall be final, and no further appeal shall be authorized within BCHAs.

11.3. Cost of Proposal

All costs incurred, directly or indirectly, in response to this solicitation, to include the preparation, submittal, or presentation of the proposal, shall be the sole responsibility of, and borne by, the Vendor. The cost for developing the proposal and participating in the procurement process (including the protest process) is the sole responsibility of the Vendor. BCHAs will not provide reimbursement for such costs.

11.4. Amendments to Solicitation

If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. It is the responsibility of the Vendor to monitor BCHAs' website for any addenda issued. Each Vendor must acknowledge all addenda issued on BCHAs' website so as to ensure that addenda are considered in their proposal response. All Vendors are encouraged to frequently check BCHAs' website at www.bchafl.org for additional information.

11.5. Direct or Indirect Conflicts of Interest

Proposer shall certify that except as otherwise disclosed, neither it nor any of its subcontractors include persons who have an interest, direct or indirect in this proposed contract and who during his or her tenure or for one (1) year thereafter are:

11.5.1. A present or former member of BCHAs' Board of Commissioners or any member of the Board of Commissioner's immediate family;

11.5.2. Any BCHAs employee who formulates policy or who influences decisions with respect to BCHAs' project(s) that are connected to this proposed contract, or any member of the employee's immediate family, or the employee's partner;

11.5.3. Any public official, member of the local governing body, or State or local legislator (including members of the Broward County Board of Commissioners, or Florida legislator), or any member of such individuals' immediate family;

11.5.4. A member of or delegate to the Congress of the United States of America (defined as an individual appointed to oversee a territory or possession of the United States of America, such as Guam) or a resident commissioner;

NOTE: "Immediate family" member means the spouse, mother, father, brother, sister, or child of a covered class member whether related as a full blood relative, or as a "half" or "step" relative (e.g., half-brother or stepchild).

11.6. Prohibition Against Gifts/Favors/Anything of Monetary Value

No BCHA employee can accept or solicit for themselves or for others, anything of value from Vendor or any person, corporation, or other entity doing business with or attempting to do business with BCHA.

11.7. Compliance with Law

While conducting business with BCHA, Proposer shall comply with all applicable Federal, State and local laws, regulations, ordinances and requirements, applicable to the work described herein including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity strategies, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, equal opportunity for businesses and unemployed and underemployed persons as referenced in Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and shall provide for such compliance in the contract documents as required. It is the policy of BCHA that all proposers that conduct business with BCHA must be authorized and/or licensed to do business in Florida. Proposer is responsible for contacting their local city and county authorities and the State of Florida to ensure that Proposer has complied with all laws and is authorized and/or licensed to do business in Florida. All applicable fees associated therewith are the responsibility of Proposer.

11.8. Proposers are subject to Instructions to Offerors – Non-Construction, HUD Form 5369-B, at <http://www.hud.gov/offices/cpo/forms/hud5369b.pdf>.

11.9. Proposers are subject to General Contract Conditions – Non-Construction, HUD Form 5370-C, at <http://portal.hud.gov/hudportal/documents/huddoc?id=5370-C1.docx>.

11.10. Proposers are subject to 24 CFR 135, Economic Opportunities for Low- and Very Low-Income Persons commonly referred to as Section 3, at http://www.access.gpo.gov/nara/cfr/waisidx_98/24cfr135_98.html. The proposer shall be required to, as detailed therein, "to the greatest extent feasible ... provide economic opportunities to low- and very-low income persons," meaning, if the proposer must hire anyone to help with the work, he/she must submit a work plan showing how he/she will give first preference to such jobs to Section 3 persons.

11.11. Public Access to Procurement Record

- 11.11.1 The BCHA is a public agency subjected to Chapter 119, Florida Statutes. The awarded vendor shall comply with Florida's Public Records Law. Specifically, the awarded Vendor shall:
- 11.11.2 Keep and maintain public records required by BCHA in order to perform the service.
- 11.11.3 Upon request from BCHA's custodian of public records, provide the public agency with a copy of 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.
- 11.11.4 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 Vendor does not transfer the records to BCHA.
- 11.11.5 Upon completion of the contract, transfer, at no cost to BCHA, all public records in possession of the Vendor, or keep and maintain public records BCHA upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BCHA in a format that is compatible with the information technology systems of BCHA.
- 11.11.6 During the term of the contract, the Vendor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subjected to the approval of BCHA. The Vendor agrees to make available to BCHA, during normal business hours and in Broward, Dade or Palm Beach Counties, all books or account, reports and records relating to this contract.
- 11.11.7 PUBLIC RECORDS: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

PUBLIC RECORDS
4780 North State Road 7
Lauderdale Lakes, FL 33319
(954) 739-1114 ext. 2316
PUBLICRECORDS@bchafll.org

11.12. Ownership of Documents

All documents and information generated, prepared, assembled or encountered by or provided for pursuant to this RFP are the property of BCHA. Vendors shall not copyright, or cause to be copyrighted, any portion of any said document submitted to BCHA as a result of this RFP.

11.13. Advertising

In submitting a proposal, Vendor agrees not to use the results from it as a part of any commercial advertising. BCHA does not permit Vendors to advertise or promote the fact of your relationship with BCHA in the course of marketing efforts, unless BCHA specifically agrees otherwise.

11.14. Government Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods offered, it shall be the responsibility of the successful Vendor to immediately notify BCHA in writing specifying the regulation which requires an alteration. BCHA reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to terminate the contract at no expense to BCHA.

12. Evaluation Criteria

The proposed evaluation is an initial process designed to elicit a short list of vendors; with the contract awarded not necessarily to the Vendor of least cost, but rather to the Vendor with the best combination of attributes (i.e., qualifications and experience, technical approach, and cost), based upon the evaluation factors specifically established for this RFP. ***The establishment, application and interpretation of the above evaluation criteria shall be solely within the discretion of BCHA.***

Proposers should provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Vendor's information to the Evaluation Factors which will demonstrate the Proposer's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

The following factors will be utilized by BCHA to evaluate each submission received. Award of points will be based on the documentation that the proposer submits within the submission. **Responses to each evaluation factor should be submitted as Attachments C-1, C-2, and C-3.**

Factor	Points	Description
1	30	Organizational Overview (submit as C-1) Experience, Strength, and Qualifications of Firm as it relates to this solicitation
2	40	Strategy and Program Development (submit as C-2) Firm's Technical Response to RFP's Scope of Services
3	30	Fee Information (To submit in a separate sealed envelope) (submit as C-3) Fee Proposal
Total	100	

Each Evaluation Factor will be rated and assigned points using the scoring guide below.

Scoring Guide:

0% - No Response

50% - Marginal

70% - Acceptable

85% - Exceeds Acceptable

100% - Outstanding in all Respects

12.1. Evaluation Factor 1 – Organizational Overview (Attachment C-1)

- a. Provide a brief history of the firm, length of time in business and its past experience as it relates to the requirements of this solicitation.
- b. Summarize your past experience working with housing organizations and/or the nonprofit industry as it relates to the requirements of this solicitation.
- c. Describe the qualifications and experience of personnel to be assigned to this project.

12.2. Evaluation Factor 2 – Firm's Strategy and Program Development (Attachment C-2)

- a. Describe the firm's philosophy and approach for developing websites on the World Wide Web.
- b. Provide an overview of similar successful web sites that your firm has developed. Include innovative/creative approaches that were successful in achieving a client's Website objectives.

12.3. Evaluation Factor 3 – Fee Information (Attachment C-3) (To submit in a separate sealed envelope)

- a. State your proposed lump sum to cover requirements as outlined in the Scope of Work and referenced in the Cost and Price section of this Request for Proposal. (See section 6.1.)
- b. State your proposed hour rate for additional consultation and programming. (See section 6.2)
- c. Services or items considered to be reimbursable expenses outside the retainer should be listed and described as appropriate (e.g. mailing costs, photography). (See section 6.3.)

12.4. Evaluation Method and Award Process

Each proposal will first be evaluated for responsiveness (i.e., meets the minimum of the published requirements). BCHA reserves the right to reject any proposals deemed as not minimally responsive.

- 12.5. BCHA will form an Evaluation Review Committee to review proposals and make recommendation to the Board of Commissioners for selection based on but not limited to the evaluation factors set forth above. Factors not specified in the RFP will not be considered. BCHA reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals shall be evaluated on an individual basis against the requirements stated in the RFP.
- 12.6. After evaluations, the committee will determine the top proposals that have a reasonable chance of being selected for award considering both the technical aspects and fee proposal. These Vendors may be chosen for an onsite interview. Final award will be approved by the BCHA Board of Commissioners.
- 12.7. BCHA will make a determination of whether, in the opinion of BCHA, the Vendor is capable of undertaking and completing the RFP scope of work delineated within this RFP in a satisfactory manner. BCHA will award a contract only to a responsible Vendor that has the ability to successfully perform under the terms of this RFP. BCHA's determination includes an assessment of the Vendor's technical resources/ability to perform the scope of work in accordance with the RFP requirements. The responsibility determination also includes consideration of a Vendor's integrity, compliance with public policy, past performance with BCHA (if any), and eligibility to perform scopes of work that are funded by the Federal, State or local government (e.g. debarment/suspension for any Federal, State or local government).
- 12.8. Should the individual members of the Evaluation Review Committee be made known to the vendor in any manner prior to submission or during the review process, the vendor shall not make contact with the committee members, or their proposal may be rejected.
- 12.9. All persons having familial (including in-laws) relationships with principals and/or employees of a proposer entity will be excluded from participation in the evaluation committees. Similarly, any persons having an ownership interest in and/or contract with a proposer entity will be excluded from participation in the evaluation committees.
- 12.10. In the event of ties, determination of the top-ranked vendor will be made in accordance with BCHA procurement policies and HUD guidelines.
- 12.11. Notification of the results of the evaluation including the name of the successful proposer will be posted on BCHA's website and on the DemandStar website.

13. Contract Award

13.1. BCHA Authorized Procurement Authority

All contracts where the base contract amount or any option exceeds \$100,000 are required to be approved by the Board of Commissioners. In addition all contract modifications in excess of ten percent (10%) of the original contract amount or \$100,000, whichever is less, require prior approval by the Board of Commissioners.

13.2. Contracting Officer (“CO”) and Contracting Officer’s Designee

Acceptance of services will be the responsibility of the Contracting Officer (“CO”), who also serves as BCHA’s Chief Executive Officer, or designee. The Contracting Officer is responsible for final approval and acceptance of all services rendered.

While the CEO is responsible for ensuring that BCHA's procurements comply with the BCHA Procurement Policy, the CEO may delegate all procurement authority as is necessary and appropriate to conduct the business of the BCHA.

13.3. Contract Document

BCHA and the successful proposer will execute BCHA’s contract. See Attachment F for a sample of this document. BCHA will not execute a contract on the successful proposer’s forms. Contracts will only be executed on BCHA’s form, and by submitting a proposal the successful proposer agrees to do so (please note that BCHA reserves the right to amend this contract form as BCHA deems necessary). However, BCHA will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for BCHA to do so; but the failure of BCHA to include such clauses does not give the successful proposer the right to refuse to execute BCHA’ contract form.

It is the responsibility of each prospective proposer to notify BCHA, in writing prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The BCHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by BCHA’s response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

All provisions within this solicitation document are included in the terms of the contract by reference.

13.4. Contract Terms and Conditions

The contract that BCHA expects to award as a result of this RFP will be based upon the RFP, the contract terms and conditions, the Proposal submitted by the successful Proposer and any subsequent revisions to the Proposer's Proposal and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by BCHA, except that no objection or amendment by a Proposer to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless BCHA has explicitly accepted the Proposer’s objection or amendment in writing.

13.5. Unauthorized Sub-Contracting

The successful vendor shall not assign any right, nor delegate any duty for the work proposed pursuant to this solicitation document (including, but not limited to selling or transferring the contract) without the prior written consent of BCHA. Any purported assignment of interest or delegation of duty, without the prior written consent of BCHA shall be void and may result in the cancellation of the contract with BCHA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract.

13.6. Insurance Requirements

Prior to award but not as a part of the proposal submission, the successful vendor will be required to provide an original certificate evidencing insurance coverage as described in Section 8 above, naming BCHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of BCHA as an additional insured under said policy. BCHA shall be named as the Certificate Holder using the following name address:

**Broward County Housing Authority
4780 N. State Road 7
Lauderdale Lakes, FL 33319**

There shall be a 30-day notification to BCHA in the event of cancellation or modification of any stipulated insurance coverage. Licensing and insurance requirements will be examined and approved by the BCHA Vice President of Human Resources and Risk Management prior to contract award.

13.7. Right to Negotiate Fees

BCHA shall retain the right to negotiate the amount of fees that are paid to the successful vendor, meaning the fees proposed by the top-rated vendor may, at BCHA's option, be the basis for the beginning of negotiations. Such negotiations shall begin after BCHA has chosen the top-rated vendor. If such negotiations are not, in the opinion of BCHA, successfully concluded within five business days, BCHA shall retain the right to begin negotiations with the next highest rated vendor.

13.8 Contract Period

The initial contract period shall start on date of award and shall terminate one (1) year from that date. The Contracting Officer may renew this contract for four, one-year periods subject to Proposer acceptance, satisfactory performance and determination that renewal will be in the best interest of the BCHA.

13.8.1 Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of the expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period unless subject to price adjustment specified as a "special condition" hereto.

13.8.2 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by BCHA.

13.9. **Contract Service Standards**

All work performed pursuant to this solicitation must confirm and comply with all applicable federal, state, and local laws, statutes, and regulations.

13.10. **Contract Payment**

In accordance with payment schedules, vendor will submit invoices to Accounts Payable Department, Broward County Housing Authority, 4780 N. State Road 7, Lauderdale Lakes, Florida, 33319 or email at payments@bchafl.org.

BCHA will make no advance payments for the goods and/or services that are subject of this RFP, unless otherwise noted in the contract. Invoices may be submitted on no more than a monthly basis.

13.11. **Invoicing Requirements**

13.11.1. Contractor invoices shall reflect the prices established for the items on this Contract for all orders placed by BCHA even though the Contract number and/or correct prices may not be referenced on each order. Only properly submitted invoices will be officially processed for payment. Invoices submitted without required information will be returned for entry of the missing information and will not be paid until properly completed.

13.11.2. All invoices must be itemized showing: Proposer's name, remit to address, purchase order number, service location (site name), and prices per the contract, itemized in order to facilitate contract auditing.

13.11.3. Each invoice must detail the service and location at which performed accompanied by a copy of the work order signed by the Contact Person indicating satisfactory completion of work. A separate invoice must be submitted for each date and location.

13.11.4. BCHA will pay the properly completed and authorized invoice within thirty days of receipt.

13.11.5. BCHA will pay invoices by check or ACH

LAST PAGE OF DOCUMENT

PLEASE SEE ATTACHMENTS

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 16-249
REQUEST FOR PROPOSAL
WEBSITE DESIGN AND DEVELOPMENT SERVICES**

PROPOSAL SUBMISSION FORM – ATTACHMENT A
--

Instructions: The items listed below must be completed and included in the Proposal submission. Complete this form by marking an “X” where provided to verify that the referenced completed form or information has been included within the hard copy proposal submission.

X=Included	Tab	Contents
	1	Proposal Submission Form: Attachment A of this solicitation document.
	2	Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract found at http://www.hud.gov/offices/cpo/forms/hud5369c.pdf
	3	Profile of Firm Form: Attachment B of this solicitation document. Note that this document has two pages.
	4	Response to Evaluation Factor 1: Organizational Overview. Submit Response as Attachment C-1 . See Section 12.1.
	5	Response to Evaluation Factor 2: Firm’s Strategy and Program Development. Submit Response as Attachment C-2 . See Section 12.2.
	6	Response to Evaluation Factor 3: Fee Information. Submit Response on Fee Sheet listed as Attachment C-3 . See Section 12.3 (To submit in a separate sealed envelope)
	7	Client References: Attachment D of this solicitation document, addressing requirements as listed within solicitation document.

<p>CHECK (✓) BELOW IF YOU HAVE SUBMITTED THE REQUIRED:</p> <p>_____ ONE (1) ORIGINAL AND _____ THREE (3) COPIES OF YOUR PROPOSAL.</p>
--

By completing and submitting this form and all other documents within this proposal submission, the undersigned proposer hereby certifies and understands that:

1. he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if BCHA discovers that any information entered herein to be false, such shall entitle BCHA to not consider or make award of to cancel any award with the undersigned party;
2. as described within the Reservation of Rights section of the RFP, BCHA reserves the right to reject and not consider any response that does not meet the requirements of this solicitation, including but not necessarily limited to incomplete responses and/or responses offering alternate or non-requested services, failure to use BCHA and HUD provided forms, or failure of the proposer to check for addenda or corrections and adhere to any revised requirements;
3. he/she is agreeing to abide by all terms and conditions pertaining to this solicitation document as issued by BCHA including an agreement to execute a contract form; and
4. he/she has the ability to sign and bind the firm or company to the services to be performed within the fees proposed.

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 16-249
REQUEST FOR PROPOSAL
WEBSITE DESIGN AND DEVELOPMENT SERVICES**

PROFILE OF FIRM FORM – ATTACHMENT B
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1. Proposer Information

Name of Firm	
Address	
City, State, Zip	
Telephone	
Fax	
E-Mail Address	
Year Established	
Year Established in Florida	
Former Names (if applicable)	
Parent Company and Date Acquired (if applicable)	

2. Complete and attach IRS Form W-9, found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> . This completed form should be submitted with the proposal, or must be submitted within three (3) working days of the BCHA’s request.

3. Debarred Statement: Has the firm, or any principal ever been debarred from providing any services to the federal government, any state government, or any local government agency?

Yes No

If yes, please attach a full detailed explanation, including dates, circumstances and current status.

4. Disclosure Statement: Does this firm or any principal(s) have any current, past personal or professional relationship with any Commissioner or Officer of BCHA?

Yes No

If yes, please attach a full detailed explanation, including dates, circumstances and current status.

5. Please indicate the structure of your company.

- | | |
|---|--|
| <input type="checkbox"/> Publicly Held Corporation | <input type="checkbox"/> Non-Profit Organization |
| <input type="checkbox"/> Privately Held Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Government Agency | <input type="checkbox"/> Sole Proprietorship |

6. Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person,

to fix the proposal fee of affiant or of any other proposer, to fix overhead, profit, or cost element of said proposal fee, or that of any other proposer or to secure any advantage against BCHA or any person interested in the proposed contract; and that all statements in said proposal are true.

7. Licensing and Insurance Information

Business License Jurisdiction, Number, and Expiration Date	
Worker's Comp Carrier, Policy Number, and Expiration Date	
General Liability Carrier, Policy Number, and Expiration Date	
Professional Liability Carrier, Policy Number, and Expiration Date	
Vehicle Insurance Carrier, Policy Number, and Expiration Date	

8. Copies of license and insurance certificates in accordance with Section 8 of this proposal should be submitted with the proposal.

9. Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if BCHA discovers that any information entered herein to be false, such shall entitle BCHA to not consider or make award of to cancel any award with the undersigned party.

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 16-249
REQUEST FOR PROPOSAL
WEBSITE DESIGN AND DEVELOPMENT SERVICES**

FEE INFORMATION – ATTACHMENT C-3 (To submit in a separate sealed envelope)

- A. Instructions: Please indicate the cost:
- B. All prices submitted are to be listed below. Prices quoted should be in unit of measure shown.
- C. Quantity listed on Item No. 2 is not a guarantee, but solely an estimate of anticipated usage.

Item No.	Description	Quantity/ Unit	Unit Price	Total Price
1	Website Design: As per Section 6.1.	1/Each	\$ _____/ Lump Sum	\$ _____/
2	Additional Consultation & Programming: as per Section 6.2.	Estimated 10 /Hours	\$ _____/ Per Hour	\$ _____/

Grand Total: \$ _____

Optional

3	Hosting BCHA Website: As per specifications listed on Page 6, item 7	1/Each	\$ _____/ Per Year	
4	Reimbursable Items (if any): As per specifications listed on Page 7, item 6.3. a. _____ b. _____ c. _____	1/Each	\$ _____/ \$ _____/ \$ _____/	\$ _____/ \$ _____/ \$ _____/
5.	Spanish and Creole Web pages: as per Section 5, 6a.	Estimated 60/Each	\$ _____/ Per Page	\$ _____/

=====

The undersigned certifies that he/she has the ability to sign and bind the firm or company to the services to be performed within the fees proposed.

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

(To submit in a separate sealed envelope)

FORM OF CONTRACT

THIS AGREEMENT made this ___ day of ___ in the year ___ by and between ___ for a term of ___ year. Hereinafter called the "Contractor", and the BROWARD COUNTY HOUSING AUTHORITY, a public body corporate and politic created pursuant to Chapter 421, Florida Statutes and hereinafter called the "PHA".

WITNESSETH, that the Contractor and the PHA for the consideration stated herein mutually agree as follows:

Article I - Statement of Work: The Contractor shall furnish all labor, material, equipment and services; perform and complete all work in accordance with the standard practice of the trade and in a timely manner for RFP 16-249 Website Design and Development Services.

in strict accordance with the specifications dated February 2017 as prepared by the Broward County Housing Authority which said specifications and addenda are incorporated herein by reference and made a part hereof. This contract is for ___ year, expiring on ___ ; with _____ year renewal option periods.

Article II - Contract Price: The PHA shall pay the Contractor for the performance of the contract, in current funds, subject to additions and deductions as provided for in the specifications, the sum of work completed on an as needed basis.

Article III - Contract Documents: The Contract shall consist of the following component parts:

- a) This instrument
- b) Specifications, Terms and Conditions contained in RFP 16-249
- c) Insurances (Naming Broward County Housing Authority as Additionally Insured)
- d) Licenses
- e) Board Resolution Number ___

This instrument together with the other documents enumerated in this Article III, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article III shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

Article IV - Conditions inconsistent with Contract Drawings of Original Project: The PHA does not represent that the contract documents accurately represent the conditions which exist on the project site. The Contractor agrees, however, that in the event conditions are inconsistent with these contract documents that (it) (he) will make no claim for extra compensation or for an extension of time in light of said inconsistencies.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two original counterparts as of the day and year first above written.

ATTEST
FEIN _____
SS# _____

ATTEST

CONTRACTOR:

By: _____
Name/Title _____
Business Address:

BROWARD COUNTY HOUSING AUTHORITY
By: _____
Ann Deibert, Chief Executive Officer