

Florida Housing Finance Corporation

**Request for Proposals  
to Assist in Evaluating Capital and Rehabilitation  
Needs of Older Properties in Florida Housing's Portfolio**

RFP No. 2011-04

RFP Issue Date: October 21, 2011  
Responses Due: November 18, 2011 @ 2:00 pm ET

# Request for Proposals to Assist in Evaluating Capital and Rehabilitation Needs of Older Properties in Florida Housing’s Portfolio

## SECTION ONE INTRODUCTION

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of Capital Needs Assessments for a set of properties in Florida Housing Finance Corporation’s portfolio.

Florida Housing Finance Corporation is a public corporation of the State of Florida and is the state’s housing finance agency. As such, Florida Housing provides Mortgage Revenue Bond, Low Income Housing Tax Credit, HOME and State Apartment Incentive Loan financing to private developers to develop, own and manage affordable multifamily properties throughout the state. Florida Housing has more than 180,000 active or pipeline rental units in its portfolio.

Some properties in the portfolio are aging and may be in need of rehabilitation to maintain the properties in decent condition. Florida Housing is interested in understanding the physical condition, rehabilitation needs of and the costs of improvements that should be addressed at these properties, including units, community areas, administrative offices, and grounds of a sample of properties in its portfolio that are 15+ years old.

Florida Housing expects to retain one or more companies with expertise in carrying out Capital Needs Assessments for asset management purposes on affordable multifamily properties to advise Florida Housing on the sample for such purposes and to carry out said Capital Needs Assessments. Florida Housing expects assessments to be carried out on 10-25 properties in its portfolio with the following characteristics:

- Ranging in size from 50 to 350 units;
- Little to no rehabilitation since the units were built, with the exception of capital expenditures paid for with Replacement Reserves;
- Locations geographically dispersed and in mainly urban and suburban areas;
- Serving family or elderly residents; and
- Generally 15-20 years old.

## 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.
- “Capital Needs Assessment” or “CNA” A written report based on an on-site inspection of a property which identifies the repair, replacement and improvement needs of a property over an extended period of time.

“Committee”	The review committee composed only of employees of Florida Housing that is established pursuant 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 agree to.
“Days”	Calendar days, unless otherwise specified.
“Effective Date”	The date the last party signs the Contract(s) that is awarded as a result of this RFP.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Green Building”	The practice of creating structures and using processes that are environmentally responsible and resource-efficient throughout a building's life-cycle, from siting to design, construction, operation, maintenance, renovation and deconstruction.
“Interested Party”	A person or entity that obtains a copy of the Request for Proposals from Florida Housing.
“Offeror”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this Request for Proposals and submits a response to this Request for Proposals.
“Replacement Reserves”	An amount of money set aside from net operating income to pay for replacement of short lived building components or equipment.
“Response”	The written submission by an Offeror to this Request for Proposals.
“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.
“Website”	The Florida Housing Finance Corporation website, the home address of which is <a href="http://www.floridahousing.org">www.floridahousing.org</a> .

**SECTION THREE  
PROCEDURES AND PROVISIONS**

A. An Offeror shall submit an original and four (4) copies of the Response in a sealed envelope marked "RFP 2011-04." An electronic copy of the Response must be submitted on a compact disc at the same time as the hard copies. Each envelope or package containing Responses shall clearly state the name of the Offeror. The Response that is the original shall clearly indicate "Original" on that Response. Florida Housing shall not accept a faxed or e-mailed Response. Florida Housing must receive any Responses on or before 2:00 p.m., Eastern Time, on **Friday, November 18, 2011**. 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) 414-6548  
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. All services under the Contract awarded are to be performed solely by the contractor, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing, which consent shall not be unreasonably withheld. Any subcontracting contemplated by the Offeror shall be disclosed in the Offeror's Response to this RFP.

D. Florida Housing reserves the right to:

1. Waive minor deficiencies and informalities;
2. Accept or reject any or all Responses received as a result of this RFP;
3. Obtain information concerning any or all Offerors from any source;
4. Schedule an oral interview before the Committee and/or the Board from any or all Offerors;
5. Select for Contract negotiation or award, a Response other than that with the highest score if, in the judgment of Florida Housing, both Florida Housing and the public's interest shall be best served; and
6. Negotiate with the successful Offeror with respect to any additional terms or conditions of the Contract.

E. Any Interested Party may submit any question regarding this RFP in writing *via* mail, 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, October 31, 2011. Phone calls shall not be accepted. Florida Housing expects to respond to all questions by 5:00 p.m., Eastern Time, on Thursday, November 3, 2011. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's Website. 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, Contracts Administrator, or her designee, that are posted on the Website shall be construed as an official response to questions

submitted to Florida Housing. No other means of communication, whether oral or written, shall be construed as an official response or statement from Florida Housing.

F. Any person who wishes to protest the contents of this RFP or other specifications, including addenda, shall file a protest in compliance with Section 120.57(3), Fla. Stat., and Fla. Admin. Code R. 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.

G. Florida Housing's award of a Contract to an Offeror does not obligate Florida Housing to assign a *pro rata* portion of work, or any work, to the Offeror for any service contemplated by the Contract.

H. Florida Housing is not required to utilize the services of any selected Offeror and may terminate any selected Offeror without cause and without penalty.

#### **SECTION FOUR PURPOSE AND SCOPE OF SERVICES**

**A. Purpose of these CNAs.** The purpose of obtaining these CNAs is to predict the realistic level of capital needs repairs, replacements and significant deferred and other maintenance items that should be addressed, and to predict Replacement Reserves needed for such properties going forward to maintain them in good condition. Florida Housing's objective is to preserve properties at the minimum market amenities needed to restore the property to the basic standard adequate for the rental market for which the development was originally approved. The services being procured shall include, but are not limited to, the following components:

1. Work with Florida Housing to determine an appropriate set of sample properties for analysis;
2. Carry out Capital Needs Assessments on the properties and prepare a report for each, as well as a summary report of findings; and
3. Brief Florida Housing on the overall findings from the assessments.

The Offeror shall furnish all labor, materials and supplies to provide Capital Needs Assessments.

**B. Components of the Capital Needs Assessment.** The CNA prepared for each property shall include, but not be limited to, the following major components:

1. **Critical Repair Items.** All deficiencies that represent an immediate threat to health and safety and violations of Section 8 Housing Quality Standards and HUD REAC Universal Physical Condition Standards (UPCS), including identification of work necessary to comply with federal, state and local requirements and codes, and FHA's or Florida Housing's regulatory agreement standards that require immediate remediation; and notice of all directly observed or potential on-site lead based paint, asbestos, and other potential environmental hazards, with recommendations for further expert evaluation as needed.
2. **24-Month Physical Needs.** An estimate of the repairs, replacements and significant deferred and other maintenance items that must be addressed within 24 months.

Include the minimum market amenities needed to restore the property to the basic standard adequate for the affordable rental market for which the development was originally approved. If the standard has changed over time, either due to increased property standards in the area or upgrade in standard housing expectations, the recommended rehabilitation may include improvements to meet the current standards that will allow the property to compete in the affordable rental market. This includes significant features not originally considered standard, such as central air conditioning, an elevator and community space, but could exclude items such as a new swimming pool. More expensive materials or appliances may be economically justified based on longer useful life prior to replacement, energy or green efficiencies, and by lower operating costs. Where a range of options exists, including Green Building solutions, conventional and green options should be shown, including an explanation of the most effective options for rehabilitation that should be chosen when both capital and life cycle operating costs are taken into consideration.

3. Long-Term Physical Needs. An estimate of the repairs and replacement items beyond the next 24 months that are required to maintain the development's physical integrity and ability to maintain safe and livable housing over the next twenty (20) years, such as major structural systems that will require replacement during this period. Where a range of options exists, including Green Building solutions, the most effective options for rehabilitation should be chosen, when both capital and life cycle operating costs are taken into consideration.
4. Analysis of Reserves for Replacement. An estimate of the initial and monthly deposit to the Replacement Reserves account needed to fund the development's long-term physical needs, accounting for inflation, the existing Reserves for Replacement balance and the Expected Useful Life (EUL) of major building systems. This analysis should include the cost of capital improvement items included in above Components #1-2, but not any work items that would be treated as a routine operating expense.
5. Costs of Rehabilitation. A cost estimate must be part of this report. All items in above Components # 1 – 3 must be included. The scope of work should specify separately any items shown for replacement within the first five (5) years of Component # 3 (Long-Term Physical Needs) above. To the extent that the Offeror can assess observed on-site environmental hazards, cost estimates for remediation also should be included.

**C. Assessment Process.** The Offeror must physically walk through and inspect each property in the sample and must coordinate with each property manager for access to each property, including units to be sampled. The Offeror shall be responsible for scheduling meetings/inspections onsite with each property manager. The Sampling Requirements shall be:

1. No less than ten percent (10%) of dwelling units; however, all common elements of each building containing dwelling units shall be inspected. In addition, 100 percent of non-dwelling structures and property site(s), and 100 percent of units under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), The

Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. 12101-12213), as implemented by 28 CFR part 35, and The Fair Housing Act (42 U.S.C. 3601-3619), as implemented by 24 CFR part 100, shall be inspected.

2. Units shall be randomly sampled across all buildings at each property, while taking into consideration occupied and unoccupied units and the unit mix, i.e., efficiencies, one bedroom, two bedrooms, three bedrooms and four bedrooms. The sampling shall also include units receiving the most environmental and architectural stress, i.e., end and ground floor units and units that are located directly under the rooflines in multi-story buildings. If the property was constructed in various phases or the buildings consist of different construction systems, then a representative sampling of dwelling units in each phase or building of different construction systems shall be inspected.

**D. Report Components.** The report shall include detailed narrative and shall describe the property's exterior and interior physical condition, including architectural and structural components, as well as mechanical systems and grounds, including landscaping, fencing, parking lot and other features. Physical deficiencies shall be identified as a result of a visual survey; random operation of equipment, fixtures and systems which are normally operated by tenants, on a sampling basis, to determine system operability or operating characteristics; a review of any pertinent documentation; and interviews with the property owner, management staff, building systems service personnel, vendors and tenants. The Offeror shall research the local Building Department's file on the property to determine the presence of any outstanding material building code violations or use restrictions that may have been imposed as a result of granting zoning variances. Furthermore, the Offeror should inquire whether there are any proposed or anticipated building codes that may be implemented with the property would be required to comply with as a result of not being grandfathered. Color photographs with descriptions shall accompany each report. At a minimum, color photographs should include a view of property from the "curb," representative elevations, significant or commonly encountered physical deficiencies, main entrance lobby, typical elevator lobby and corridor, roof areas, parking facilities/pavement, site amenities such as pool and tennis courts.

In addition to the six major aforementioned components, the report shall include the following sub-components at a minimum:

1. An executive summary, including but not limited to the following items:
  - a. Property identification, including location and description;
  - b. A summary narrative discussion of the physical condition of the property;
  - c. A summary of critical repair items (Component B.1.), including total costs and total costs per unit;
  - d. A summary of 24-month physical needs (Component B.2.), including total cost and total costs per unit (in both current and inflated dollars, with the inflation methodology described);
  - e. A summary of long-term physical needs (Component B.3.), separated into items for rehabilitation/replacement within the first 5-years of this period and the needs over the rest of the period, including total cost, total costs per unit (in both current and inflated dollars, with the inflation methodology described); and
  - f. A summary of estimated replacement reserve requirements (Component B.4.);

2. Site improvement evaluation/analysis, to include but not be limited to, utilities, parking, paving, sidewalks, sewer and drainage, landscaping, trash enclosures/compactors and general site improvements;
3. Interior dwelling units evaluation, to include but not be limited to, interior finishes; all floors; walls; ceilings; paint; kitchens and appliances; carpet; vinyl; interior doors; shelves; cabinets; vanities; closets; interior heating, ventilation and air conditioning (HVAC); plumbing; bathroom fixtures; electrical fire protection systems and security systems;
4. Building architectural and structural systems evaluation, to include but not be limited to, foundations superstructure and floors, roof structures and roofing, exterior walls and stairs, walls, windows, doors, siding, downspouts, crawl spaces in the foundation, attics, tenant amenities, playgrounds and playground equipment;
5. Building mechanical and electrical systems evaluation, to include but not be limited to, building HVAC, plumbing, electrical, sump pumps, elevators and fire protection/security systems;
6. An energy audit of all mechanical systems, both development-wide and in sample units, exterior wall sections and common areas using EnergyGauge, REM/Rate, or other residential energy analysis software; blower door and duct leakage testing in sample units; and identification of economically viable energy conservation replacements based on audit. Florida Housing wishes to evaluate properties for Green Building improvements to determine when life-cycle costs for green systems as compared to conventional replacements and operating expenses are projected to provide savings to a property. This includes supporting data for both capital needs and replacement reserve analysis for conventional and green scenarios (such as an energy analysis, simple payback analysis and life cycle analysis), and a comparison of current and projected energy costs.
7. Evaluation of work items needed and associated cost estimates for implementation to make selected units and/or common spaces accessible and usable by persons with disabilities as required by the Fair Housing Act, Section 504 and ADA;
8. Evaluation/analysis of any other structures on the property and unit count verification;
9. A description of directly observed or potential on-site environmental hazards, including but not limited to, above and below ground tanks which are not in use, the presence of radon, lead in domestic water, lead based paint, asbestos, where potential asbestos containing materials exist, and mold; and observed hazards, flammable or explosive facilities/operations in the immediate area of the development; and recommendations for further expert evaluation, if needed;
10. A description of any building code violation issues;



11. The basis for identifying any item for repair or replacement;
12. The provision of detailed cost estimates to accomplish each work item with the total costs to accomplish all needed physical improvements. This must include costs to retrofit units to meet Fair Housing Act, Section 504 and ADA covered areas and units. Unit cost breakdowns shall be provided for multiple items (e.g., stoves, refrigerators, cabinets, bathroom fixtures, etc.);
13. An analysis of the estimated remaining useful life of the property (this should be a computation of all repairs and replacements carried out initially, plus Replacement Reserves needed over time);
14. Appendices (photographs, site plans, maps, etc.); and
15. Certification of the CNA Provider's qualifications (as outlined below) and acknowledgments of who prepared the report, when the report was prepared and for whom the report was prepared.

**E. Report Preparation and Offeror's Availability for Consultation**

1. The Offeror shall be available prior to beginning property inspections to advise Florida Housing on the properties to be sampled.
2. The Offeror shall prepare a draft Capital Needs Assessment report for each development and submit these to Florida Housing for review and comments.
3. The Offeror shall prepare the Final CNA for each property after review and comments by Florida Housing.
4. The Offeror shall prepare a Summary Report for this project as a whole that summarizes overall findings across all of the assessments.
5. The Offeror shall be available to Florida Housing to make up to two one-hour presentations of the Offeror's findings at the end of the project. At least one of these presentations shall be made in person at a site in Florida to be determined.
6. The Offeror shall provide the final reports for each property and the Summary Report in a PDF electronic format at a minimum, but Florida Housing is interested in knowing what the Offeror would provide in terms of work papers, including Excel spreadsheets, that would allow us to carry out further evaluations as part of credit underwriting or other analysis. The Contactor should provide two (2) full color hard copies of the Summary Report and CNAs for each property. Each copy should be individually bound.

**F. Timing of this Project.** Florida Housing expects to obtain completed reports from the Offeror under contract within six (6) months after assignment of properties.

**G. Financial Interest in Property Prohibited.** Offeror is prohibited from performing assessments under this RFP on any property in which the Offeror has a financial or other interest and neither the Offeror nor the person preparing the report may receive any compensation or materially benefit from any property assessed under this RFP in any manner other than receiving a fee from Florida Housing for performing the CNA on such property as contemplated by this RFP.

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

**A. General Information (5 points)**

1. Provide a brief history of the Offeror, including the year organized, ownership and the total number of employees. Discuss any changes in the Offeror's management in the last two (2) years. Include the name, e-mail address, and fax and telephone number of a contact person for the Offeror.
2. Describe the general character of work performed by the Offeror.

**B. Qualifications of Individual Performing Evaluation and Preparing Report (15 points)**

1. Provide evidence of the following for each of the individuals who will be doing the on-site evaluations and preparing the reports (Note: For an individual property, both the on-site evaluation and the report must be conducted and prepared by the same individual):
  - a. Must be certified through one of the following programs: Certified Energy Manager®, RESNET®, or the Building Performance Institute, Inc.;
  - b. Must have a minimum of four (4) years of experience in specifically conducting Capital Needs Assessments of multifamily properties on behalf of investors, lending institutions and/or government agencies; and
  - c. Must be capable of evaluating properties based on all applicable codes currently in effect in the locality in which the development is located.

**C. Experience and Qualifications (15 points)**

1. Provide the names, background, qualifications, experience and resumes of the principal members of the Offeror including officers, if any, including the senior project managers responsible for report review/quality control, and final sign-off.
2. Provide the names, with qualifications, experience and resumes of the personnel to be assigned to this project, if different from above, including the tasks and time each will be spending on the project. Note: For an individual property, both the on-site evaluation and the report must be conducted and prepared by the same individual.
3. State how many years the Offeror has been engaged in business under its present firm or trade name.

4. State whether the Offeror has ever failed to complete any work awarded to it. If so, describe when, where and why.
5. Describe the Offeror's experience in work similar in nature to this project.
6. List the last 3-6 multifamily Capital Needs Assessment contracts completed by the Offeror, with scope of assignment(s), location, client and client telephone number, stating the approximate gross amount of each, and the month and year completed.
7. State whether the Offeror has ever defaulted on a contract. If so, describe when, where and why.
8. State whether there is any pending litigation or claims against the Offeror's organization, and if so, provide a brief overview as to the basis and status of same.

**D. Work Plan for Scope of Services (10 points)**

Describe the Offeror's specific plans for providing the proposed services including what, when and how the services will be performed including the following:

1. Detailed written methodology to be used to identify units for analysis, including but not limited to the items detailed in the Components of the Capital Needs Assessment section;
2. Detailed description the survey instrument to be used;
3. Detailed description of the report to be developed for each property and the project as a whole; and
4. Time frame for completion of the project, describing the Offeror's ability to provide the services requested in Section Four of this RFP immediately upon award of the Contract with the staff and other resources that will be required to complete the services.

The Offeror may choose to outline options for different levels of analysis of energy efficiency and Green Building improvements that could be provided by the Offeror in this project. The Offeror may also include recommendations in its proposal for items or approaches to carrying out these Capital Needs Assessments that have not been included in this RFP.

**E. Fees (5 points)**

Provide a detailed breakdown of fees for the services the Offeror will provide, along with a proposed payment schedule. All costs associated with the onsite visits to sample properties must be out of pocket (all inclusive in the fees), including salaries, materials and tools, preparation and research time, and all travel related expenses. The Offeror may provide cost options for different service levels between which Florida Housing may choose. Final fees are subject to negotiation with Florida Housing.

**F. Provision of Sample CNAs (Threshold)**

Provide two or more samples of completed CNAs that are similar in scope to what is being requested in this RFP.

**G. Insurance (Threshold)**

Provide a copy of the declaration page of proof of (i) blanket fidelity insurance and (ii) errors and omissions or professional liability insurance which includes the following for each policy:

1. Name of carrier and policy number;
2. Effective date of insurance;
3. Policy exclusions, if any;
4. Current coverage amounts;
5. Staff and others acting on behalf of the Offeror covered; and
6. Type of coverage.

**H. Insurance to Be Maintained by the Offeror**

Offerors selected by the Board and awarded a Contract shall maintain at all times during the existence of the Contract at their own expense, (i) blanket fidelity insurance and (ii) errors and omissions or professional liability insurance covering an Offeror's officers and employees and other persons acting on behalf of the Offeror relating to the Offeror's performance of the Contract, and the other insurance coverages described below. No provisions of this section requiring the Offeror to maintain insurance coverage shall operate to diminish, restrict or otherwise limit the Offeror's responsibilities and obligations as set forth in the Contract. The amount of coverage of such policies shall be at least equal to the following:

1. Worker's Comp, Employer's Liability - (\$500k);
2. Comprehensive General Liability, including Bodily Injury - \$1M/per occurrence;
3. Blanket Fidelity Insurance - (\$300k)
4. Professional Liability or Errors and Omissions Insurance- \$1M per occurrence or claims made form (professional liability coverage should be maintained for three (3) years following expiration of the assignments made under this RFP);
5. Comprehensive Auto Liability, including Bodily Injury - \$1M/per occurrence; and
6. Property Damage - \$1M/per occurrence.

**I. Evidence of Current Coverage**

Prior to execution of a Contract, Offerors selected by the Board and awarded a Contract shall have the insurance agent (or the insuring company) provide coverage recording Florida Housing as a certificate holder and submit a copy of the Certificate of Insurance to Florida Housing. Such certificate

must be issued before each policy inception date to provide evidence of uninterrupted coverage. Where a policy has a "continuous" term (i.e., no fixed expiration date), the certificate must be issued annually on the policy date. Offerors selected by the Board and awarded a Contract shall obtain the insurer's agreement to provide Florida Housing a minimum of thirty (30) days written notice in the event the insurer cancels or refuses to renew coverage for any reason or if the insurer places any more restrictive terms as a condition for renewal or if there is a reduction in coverage. If an Offeror selected by the Board and awarded a Contract anticipates or experiences an interruption in coverage, it shall immediately report such occurrence in writing to Florida Housing. A lapse in coverage shall constitute a violation of the Contract and will constitute a Default under the Contract. The Offerors selected by the Board and awarded a Contract shall promptly report to Florida Housing all cases of embezzlement, fraud, criminal or dishonest acts by any employee, officer or agent of the Offeror.

**J. Drug-Free Workplace**

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

**K. Minority Business Enterprise**

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

**L. Certification Statement (Threshold)**

The following shall be repeated in the Offeror's Response and signed by an individual authorized to bind the Offeror. Failure to include and provide a manual signature of the certification statement shall result in rejection of the Response.

"I agree to abide by all conditions of RFP 2011-04 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response for the Offeror and that the Offeror is in compliance with all requirements of the RFP, including, but not limited to, the certification requirements stated in Section Six of this RFP."

\_\_\_\_\_  
Authorized Signature

Print Name and Title: \_\_\_\_\_

## **SECTION SIX CERTIFICATION**

Do not reproduce the language of this section in the Response. By inclusion and execution of the statement provided in Section Five, subsection L, of this 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 ten (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 the corporation, while the service provider provides services to the corporation, 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 the corporation, while the service provider provides services to the corporation, 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 the corporation 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 the corporation, whichever period is shorter.

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

(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 the corporation 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 the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;

(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.

(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.”

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 contractor, supplier, subcontractor, 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: \$25,000, for a period of 36 months from the date of being placed on the convicted vendor list.

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 for the compensation agreed upon in the Contract that results from this RFP, unless that Offeror has Florida Housing's written consent after Florida Housing has been fully informed of such activities in writing.

G. The selection of the Offeror shall not result in any current or potential conflict of interest. Alternately, should any potential or existing conflict be known by the Offeror, the Response shall specify the party with whom the conflict exists or may arise, the nature of the conflict, and whether the Offeror would withdraw from the engagement or representation creating the conflict.

H. The Offeror acknowledges that, if awarded a Contract by Florida Housing, it may not sub-contract any of the services it is asked to provide to Florida Housing.

## **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 Five of this RFP. 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 selection criteria, committee members shall rank each Response for each service 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.

The Board may use the Responses, the Committee's scoring, 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.

The points available for each of the items to be evaluated are as follows:

<u>Item Reference</u> .....	<u>Maximum Points</u>
General Information .....	5
Qualifications of Personnel.....	15
Experience .....	15
Work Plan for Scope of Services .....	5
Fees .....	5
Provision of Sample CNAs.....	(Threshold Requirement)
Insurance .....	(Threshold Requirement)
Certification Statement.....	(Threshold Requirement)
Total Points Available.....	40

**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.