

REQUEST FOR QUALIFICATIONS (RFQ) 2021-03

MANAGEMENT COMPANY SERVICES

for

FLORIDA HOUSING FINANCE CORPORATION

June 21, 2021

SECTION ONE INTRODUCTION

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

SECTION TWO DEFINITIONS

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

"Americans with Disabilities Act"	as defined in Title 42 Chapter 126.
"Affirmative Fair Housing Marketing"	as defined in Title 24 C.F.R. Part 108.
"Board"	The Board of Directors of Florida Housing Finance Corporation.
"Committee"	The review committee composed only of employees of Florida Housing that is established pursuant to Rule 67-49.007, Fla. Admin. Code.
"Contractor"	A person or entity providing the professional services described in Section Four of this RFQ.
"Days"	Calendar days, unless otherwise specified.
"Development"	A property that has been awarded a loan, financing, or an allocation of Housing Credits from Florida Housing Finance Corporation.
"Effective Date"	The date the last party signs the contract that is awarded as a result of this RFQ.
"Federal Fair Housing Act"	As defined in Section 42 U.S.C. 3601 et seq.
"Florida Housing"	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.

“HOME”	The HOME Investment Partnerships Program that Florida Housing administers pursuant to United States Department of Housing and Urban Development Regulations, 24 CFR Part 92, and the HOME Multifamily Rental Program that Florida Housing administers pursuant to Sections 420.507 and 420.5089, Fla. Stat., and Fla. Admin. Code R. Chapter 67-48.
“Housing Credit Program”	The Housing Credit Program that Florida Housing administers pursuant to Sections 420.507 and 420.5099, Fla. Stat., and Chapters 67-21 and 67-48, F.A.C.
“HUD”	United States Department of Housing and Urban Development.
“Management Company”	A firm selected and approved by Florida Housing to oversee the operation and management of a Development and fulfills all compliance requirements.
“MMRB”	The Multifamily Mortgage Revenue Bonds Program that Florida Housing administers pursuant to Sections 420.507 and 420.509, Fla. Stat., and Fla. Admin. Code R. Chapter 67-21.
“Respondent”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFQ, and submits a response to this RFQ.
“Response”	The written submission by a Respondent to this RFQ.
“RFQ”	This RFQ, including all exhibits referenced in this document and all other documents incorporated by reference.
“SAIL”	The State Apartment Incentive Loan Program that Florida Housing administers pursuant to Part V of Chapter 420, Fla. Stat., and Fla. Admin. Code R. Chapter 67-48.
“Servicer”	The independent contractor(s) under contract with Florida Housing having the responsibility for providing credit underwriting, construction and permanent loan servicing, financial and compliance monitoring services.
“Website”	The Florida Housing Finance Corporation website, the URL of which is www.floridahousing.org .

SECTION THREE PROCEDURES AND PROVISIONS

A. Respondents will submit their Response to:

<https://www.floridahousing.org/legal/procurements/RFQ-2021-03-Document-Upload>

Florida Housing must receive the entire Response on or before 2:00 p.m., Eastern Time, on July 21, 2021, as Responses will be opened at that time. Any Responses received after the deadline will be considered non-responsive. One complete copy of the response in PDF format is preferred, unless specified otherwise in Section Six below, and the file name ought to contain a reference to both the solicitation number (RFQ 2021-03) and the name of the Respondent. Please note that the site will ask for the Respondent's contact information and the solicitation number prior to being able to upload the Response. Florida Housing will not accept a mailed or faxed Response.

B. This RFQ does not commit Florida Housing to award a contract to any Respondent or to pay any costs incurred in the preparation or mailing of a Response.

C. All services under the contract awarded are to be performed solely by the Contractor, unless subcontracted or assigned with the prior written approval and consent of Florida Housing.

D. Florida Housing reserves the right to:

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

E. Any interested party may submit any question regarding this RFQ in writing via e-mail to the Contract Administrator at Contract.Admin@floridahousing.org. All questions must be submitted no later than 2:00 p.m., Eastern Time, on June 30, 2021. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on July 7, 2021. Florida Housing will post a copy of all questions received and the corresponding answers on Florida Housing's website at:

<http://www.floridahousing.org/legal/procurements/request-for-qualifications>.

Only written responses or statements from the Contract Administrator that are posted on our website will bind Florida Housing. No other means of communication, whether oral or written, may be construed as an official response or statement from Florida Housing.

F. Between the release of the solicitation and the end of the 72-hour period following the posting of the notice of intended award, respondents to this solicitation or persons acting on their behalf may not contact any member of Florida Housing's Board of Directors or any Florida Housing employee concerning any aspect of this solicitation, except in writing to the Contract Administrator. Violation of this provision may be grounds for rejecting a response.

G. Any person who wishes to protest the specifications of this RFQ must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, Fla. Admin. Code. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., will constitute a waiver of proceedings under Chapter 120, Fla. Stat.

H. The term of the contract will be for three years, subject to satisfactory performance at the sole discretion of Florida Housing. If the parties mutually agree in writing, the contract may be renewed once for an additional three years.

I. Florida Housing is not required to use the services of any selected Contractor or to assign any work to such provider, and may terminate the contract with any selected Contractor without cause and without penalty.

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

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

SECTION FOUR SCOPE OF SERVICES

Florida Housing's mission is to help our fellow Floridians obtain safe, decent housing that might otherwise be unaffordable to them. One of the ways this is done is by making loans to developers of affordable multifamily housing developments. As it may become necessary for Florida Housing to foreclose on such loans or to otherwise replace the Management Company that operates an affordable multifamily housing development for which Florida Housing has made a loan, Florida Housing has a need for qualified firms to perform Management Company services to ensure full compliance with all applicable federal, state, and local laws including specific requirements, procedures, and guidelines for the HOME Investment Partnership Program, MMRB Program, SAIL Program, and Demonstration Development Programs in the event of foreclosure, and for the Housing Credit Program when a development also participates in a Florida Housing loan program.

Services to be provided by the Management Company with Florida Housing's oversight shall include, but are not limited to, the following:

A. Decisions regarding day-to-day operation of the Development including the following:

1. General Maintenance;
2. Capital improvements;
3. Preventative Maintenance;
4. Routine repairs;
5. Emergency repairs;
6. Relocation of tenants;
7. Unit turnovers;
8. Orientation of new residents;
9. Qualification and certification for new move-ins;
10. Annual resident certification;
11. Rent collection;
12. Bill paying, including escrows and reserves;
13. Court filings;
14. Unit inspections;
15. Financial management, including preparation of an annual operations budget and a three-year capital needs budget in a form approved by Florida Housing;
16. General correspondence; and
17. Compliance with terms of program(s) and regulatory agreements.

B. Review and approve the hiring of all Management Company personnel as it relates to the Development including the site manager, maintenance personnel, leasing agents, contract services and vendors.

C. Prepare a "walk-through" report detailing the rental status and condition of each unit with recommendations for repair and cost estimates for such repair. This report will be the basis for a management plan.

D. Prepare a management plan which will include, without limitation, budgeted operating income, expenses, and capital improvements for the Real Estate Owned (REO), and monitor the actual monthly income and expenses of the REO and compare actual results to the marketing plan and relevant operating budgets. The management plan should also address, but is not limited to, staffing requirements, policies regarding tenant applications, due diligence, credit and previous history, late charges, returned checks, collection of delinquent rents, advertising, maintenance procedures, security deposits, rental collections, and make ready procedures, comparable rental data, information regarding target markets, tenant profiles and updated reports when necessary, and plans for repairing and restoring the REO to marketable condition.

E. The management plan shall be submitted to Florida Housing for approval. The Management Company will seek approval from Florida Housing before making any departures from the operating budget that was submitted and approved as part of the management plan. At least three estimates or bids will be required for equipment or contract services over \$1,000

(including janitorial and landscape jobs). Emphasis will be given to price sensitivity and quickness of repairs. For repairs under \$1,000, the Management Company will make arrangements with a contractor licensed in the area. Contractors must provide evidence of insurance. Since Florida Housing must issue a 1099-MISC for any fees greater than \$600, a contractor must either be a corporation or the contractor must complete a W-9 form.

F. Enter into new leases or renew existing leases on substantially similar terms as available in the relevant market, as set forth in the management plan.

G. Make or contract for improvements to the Development as provided above. Improvements should be carefully underwritten to avoid over-improvements to the REO in comparison with similar property in the same market.

H. Maintain professional liability errors and omissions insurance during the ownership of the REO, and provide proof upon request.

I. Prepare a marketing and disposition plan to outline the strategy for the sale of the REO at the earliest practicable, commercially reasonable time, on commercially reasonable terms taking into account market conditions and the legal and regulatory requirements.

J. If there are services contracts on the property (e.g., HVAC maintenance, landscaping and the link), the Management Company should review these contracts to determine whether they can be canceled at or prior to assigning them to Florida Housing.

Review all contracts affecting the property to ensure all are transferable:

1. Property Management;
2. Vending Machines;
3. Laundry;
4. HVAC;
5. Landscape;
6. Elevator repair;
7. Refuse;
8. Fire Alarm;
9. Exterminator;
10. Janitorial; and
11. Swimming pool maintenance.

K. Advertising, marketing, rent-up and resident selection, with a goal of obtaining 95 percent occupancy or better, based on the eligibility requirements of the applicable State and Federal programs.

L. Resident services and resident/management relations.

M. Accounting and record keeping, including but not limited to submission of monthly income and expense reports, requests for reimbursement from replacement reserves from Florida Housing

or its Servicer, and, when applicable, monthly income statement, balance sheet, rent roll and payables agings.

N. Collection of rents into bank account specific to the property for Florida Housing.

O. Payment of all fees such as property taxes, include and debt serviced based upon cash flow.

P. Timely payment of all vendor service invoices based upon cash flow.

Q. Owner distributions monthly, quarterly, semi-annually as set by Florida Housing.

R. Complete double-entry accounting services using Generally Accepted Accounting Principles (GAAP).

S. Preparation of GAAP financial statements, balance sheet, income and expense statement, aged payables and receivables, deposit reporting and vendor payment list or check register, based upon cash or accrual accounting methods as designated by Florida Housing.

T. Monthly reconciliation of all bank accounts.

U. Monthly property management reporting including a rent roll, security deposits, and vacant units.

V. Vendor referrals

W. Lease preparation and move-in.

X. Monthly site visit or drive-by visit.

Y. Coordinate with the owner to ensure adequate property and liability insurance is secured and maintained.

Z. If directed by Florida Housing, engage an independent CPA firm to audit the annual financial statements, and assist as necessary.

AA. Report mid-year and end of year operating results to Florida Housing or its Servicer.

BB. Abide by all management/compliance requirements as set forth in the Development's loan documents.

CC. Completion and submission of monthly Program Reports, including a unit-by-unit listing of all units in the Development and detailed information regarding the occupants' eligibility and set-aside requirements, in accordance with Chapter 67-53.008, F.A.C.

DD. The Management Company shall ensure implementation of and compliance with the following requirements:

1. Federal requirements including, but not limited to, the minimum number of set aside units, certification and recertification of tenants, and next available unit documentation.
2. State laws including, but not limited to, additional set aside units and any program requirements as may be required by Section 420, Fla. Stat., as may be amended from time to time;
3. Florida Housing rules and federal regulations concerning tenant income restrictions, as may be amended from time to time;
4. The Federal Fair Housing Act as amended, and the Americans with Disabilities Act;
5. Affirmative Fair Housing Marketing requirements (currently applicable for HOME and MMRB with HUD Risk-Sharing) as may be amended from time to time;
6. Tenant applications with specific information necessary for continued program compliance;
7. Income limits;
8. Rent Limits (currently applicable for Housing Credit Program, HOME Rental, MMRB with HUD Risk-Sharing, and 501(c)(3) Bonds and as may be amended from time to time);
9. Income verifications;
10. Utility allowances;
11. Annual income and assets;
12. Tenant income certifications;
13. Tenant Leases and the Florida Landlord and Tenant Act;
14. Program reports;
15. Management units; and
16. Tenant programs.

EE. The Management Company will maintain a blanket fidelity bond from an incorporated surety company, authorized to do business in the State of Florida, satisfactory to Florida Housing

as to form, company, and amount protecting the Management Company against loss of any money or property entrusted to the Management Company or the Management Company's officers or employees or under the control of the Management Company, caused by dishonest, fraudulent, or criminal acts, either directly or indirectly and regardless of wherever committed, of the Management Company or its employees.

FF. The Management Company will ensure that all contract servicers and vendors are insured and properly licensed.

GG. Filing a Claim for Final Settlement

Florida Housing must file a claim for final settlement no later than 30 days after any of the following: (a) Sale of the property after acquisition by deed-in-lieu or foreclosure; or (b) Expiration of the term of the Enforceability Certificate. To file a claim, Florida Housing must complete the forms listed below. The Management Company will be responsible for submitting all supporting schedules to Florida Housing in order for Florida Housing to complete the appropriate HUD forms as follows:

1. Form HUD-2744A – Allocation of Mortgage Receipts and Disbursement (Schedule A) – This form lists and describes all mortgage transactions. This Schedule must show all receipts and disbursements, including any advances for principal, interest, MIP, Hazard insurance, water charges, ground rents, the reserve for replacements and other items the mortgage requires the mortgagor to pay. Florida Housing must submit any explanation for delay state-up of accounting if there is a lapse of more than five calendar days between the date Florida Housing acquires the mortgage and the date Florida Housing's accounting begins. The Management Company must supply the following documentation to support the amounts shown on Schedule A:

- a. receipts or invoices, showing check number and date paid, for:
- b. any Florida Housing advances not repaid prior to the date of default; and
- c. all disbursements made on or after the date of default.

2. Copies of the Management Companies ledger records showing all mortgage transactions.

3. Form HUD-2744B – Mortgagee's Report of Project Collections (Schedule B) The Management Company will use this form to list and describe all rent collections, forfeited tenant security deposits and other income collected on behalf of the Development. The report covers the period during Florida Housing's control or ownership of the Development. The Management Company must retain a separate accounting for all security deposits on hand during its control or ownership of the Development.

4. Form HUD-2744C – Mortgagee's Report of Project Disbursements (Schedule C) The Management Company will use this form to describe and list in chronological order all disbursements for reasonable operating expenses which are made during its management of the development. Expenses which were reported on Schedule A must not be shown on this

Schedule. The Management Company must prepare a separate disbursement report for each month it is employed by Florida Housing. The Management Company must submit the following documentation to support the amounts shown on Schedule C:

- a. Receipts or invoices, showing check number and date paid, for all Development disbursements during the period Florida Housing controlled the Development; and
- b. Copies of the Management Company's ledger record showing all Development disbursements.

5. Form HUD-27009D – Other Disbursements by Mortgagee (Schedule D) The Management Company will use this form to list and describe all reasonable disbursements made by the Management Company from its own funds for the acquisition, preservation and protection, repair and disposition of the development. Expenses reported on Schedule A or C must not be shown on this Schedule. The Management Company must retain the following documentation to support amounts shown on Schedule D:

- a. Receipts or invoices showing check number and date paid, for all disbursements shown on the Schedule; and
- b. If expenses for repairs in excess of a cumulative average of \$500 per unit as shown on Schedule D, an approval letter from HUD authorizing the repairs must be obtained.

SECTION FIVE CERTIFICATION

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

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

B. Any material submitted in response to this RFQ is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, but only after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 30 days after the Response is opened, whichever is earlier.

C. The Respondent, if awarded a contract under this RFQ, will comply with Section 420.512(5), Fla. Stat. For the purpose of Section 420.512(5), Fla. Stat., "Prohibited Business Solicitation Communications" is defined by Section 420.503(33), Fla. Stat.

D. The Respondent further affirms it is in compliance with Section 420.512(5)(c), Fla. Stat.

E. The Respondent is in compliance with Section 287.133(2)(a), Fla. Stat.

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

G. The Respondent understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.

H. Pursuant to Section 119.0701(2)(b), Fla. Stat., the Respondent, if awarded a contract under this RFQ, will be required to comply with public records laws, specifically to:

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

2. Upon request from Florida Housing's custodian of public records, provide Florida Housing with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to Florida Housing.

4. Upon completion of the contract, transfer, at no cost, to Florida Housing all public records in possession of the contractor or keep and maintain public records required by Florida Housing to perform the service. If the contractor transfers all public records to Florida Housing upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Florida Housing, upon request from Florida Housing's custodian of public records, in a format that is compatible with Florida Housing's information technology systems.

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

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

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

I. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Respondent other than for the compensation agreed upon in the contract that results from this RFQ, unless that Respondent has Florida Housing's written consent after Florida Housing has been fully informed of such activities in writing.

J. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in any actual, apparent, or potential conflict of interest. Should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of the contract and prior to the conclusion of the contract, the Respondent will provide written notification (Notice of Conflict of Interest) to Florida Housing's Contract Administrator within 10 working days for review by Florida Housing's Executive Director in consultation with the Ethics Officer. If the Respondent is found to be in non-compliance with this provision, any compensation received in connection with this contract will be subject to forfeiture to Florida Housing.

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

L. CERTIFICATION STATEMENT:

THE FOLLOWING WILL BE REPEATED IN THE RESPONDENT'S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE RESPONDENT. THIS IS A MANDATORY ITEM. FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE, EXACTLY AS STATED AND WITHOUT ANY ADDITIONS, DELETIONS OR CAVEAT LANGUAGE, WILL RESULT IN REJECTION OF THE RESPONSE.

"I agree to abide by all conditions of RFQ 2021-03 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Respondent and that I am in compliance with all requirements of the RFQ, including but not limited to, the certification requirements stated in Section Five of this RFQ."

Authorized Signature (Original)

Print Name and Title

SECTION SIX INFORMATION TO BE PROVIDED IN RESPONSE

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

A. COVER LETTER

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

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

B. GENERAL INFORMATION

1. Provide evidence that the Respondent is qualified to do business in the State of Florida.
2. Provide a brief history of the Respondent, including the year organized, ownership, and the total number of employees.
3. Provide evidence of approval in HUD's Previous Participation (2530) system.
4. Provide a list of developments currently under management (including name, location, age, and number of units). In addition, provide a list of developments lost as customer(s) within the past 12 months and the reason(s) for losing the customer(s).
5. Describe the Respondent's presence in Florida, and ability to be accessible to Florida Housing staff, availability for meetings, conferences, consultation, etc.
6. Provide a statement of any other qualifications or services, which the Respondent considers to be significant, innovative or otherwise relevant to Florida Housing.

C. EXPERIENCE

1. Describe the Respondent's ability to provide the services and meeting qualifications that are similar to those being requested in Section Four of this RFQ immediately upon award of the Contract. Also describe the Respondent's experience, if any, in managing distressed multifamily developments.

2. Describe the Respondent’s ability to provide financial management and reporting, including a description of hardware and software used for data collection and reporting.

D. WORKPLAN FOR SCOPE OF SERVICES

Describe the Respondent’s plan to assume responsibilities for a Development. Include a detailed action plan which the Respondent would use to take over a Development.

E. QUALIFICATIONS OF PERSONNEL

Provide the name, title, office location, telephone number, e-mail address, and brief resumes for the personnel who will be assigned to Florida Housing’s account. Include their level of responsibility and availability. Describe the professional background of these individuals, specifically identifying assignments involving services similar to those described in this RFQ in the last two years.

F. FEES

Provide the specific breakdown of all fees and related management expenses to be charged to the Development.

FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.

G. DRUG-FREE WORKPLACE

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

I hereby certify on behalf of the Respondent, under the terms of RFQ 2021-03, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: _____

Print Name: _____

Print Title: _____

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

H. MINORITY BUSINESS ENTERPRISE

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

I hereby certify on behalf of the Respondent, under the terms of RFQ 2021-03, that the Respondent is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

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

I. CERTIFICATION (Mandatory Item)

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

**SECTION SEVEN
EVALUATION PROCESS**

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

<u>Item Reference</u>	<u>Maximum Points</u>
C.1. Experience.....	15
C.2. Experience.....	15
D. Workplan for Scope of Services	30
E. Qualifications of Personnel.....	20
F. Fees.....	10
Total Points Available.....	90

In the event of a tie, Florida Housing will give preference in the award process to the Response certifying a drug-free workplace has been implemented in accordance with Section 287.087, Fla. Stat. If a tie continues to exist, Florida Housing will give preference to minority business enterprises as defined in Section 288.703, Fla. Stat.

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

SECTION EIGHT AWARD PROCESS

Florida Housing will provide notice of its decision, or intended decision, for this RFQ on Florida Housing's Website the next business day after the applicable Board vote. After posting, an unsuccessful applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat. or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under Chapter 120, Fla. Stat.