

REQUEST FOR QUALIFICATIONS (RFQ) 2022-05

**COMPLIANCE ADMINISTRATION SERVICES FOR THE SINGLE FAMILY
HOMEBUYER LOAN PROGRAM**

for

FLORIDA HOUSING FINANCE CORPORATION

April 4, 2022

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified firms to provide compliance administration 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:

“Board”	The Board of Directors of Florida Housing Finance Corporation.
“CLTV”	Combined Loan to Value
“Compliance Administrator”	The firm(s) selected and approved by Florida Housing to provide compliance administration for the Program as defined by the contract.
“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.
“Effective Date”	The date the last party signs the contract that is awarded as a result of this RFQ.
“Fannie Mae”	Federal National Mortgage Association, a federally chartered and stockholder-owned corporation that purchases and securitizes mortgages.
“FHA”	Federal Housing Administration, a self-funded agency of HUD that insures Single-family mortgage loans.

“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Freddie Mac”	Federal Home Loan Mortgage Corporation, a federally chartered and stockholder-owned corporation that purchases and securitizes mortgages.
“HFA”	Housing Finance Authority
“HLP Program Guides”	Written documentation created by Program Staff that sets forth the rules and requirements for originating loans in the Homebuyer Loan Program.
“Homebuyer Loan Program” or “HLP”	Florida Housing’s Single Family Homebuyer Loan Program for the financing of mortgage loans through the purchase of Mortgage-Backed Securities, or qualified mortgage loans.
“HUD”	The United States Department of Housing and Urban Development
“Lender” or “Participating Lender”	A lender approved by Florida Housing and the Servicer to originate loans under the Program.
“MBS”	Mortgage Backed Security. A financial obligation secured by a pool of mortgages.
“REO”	Real Estate Owned
“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.
“Servicer”	The firm under contract with Florida Housing to provide the mortgage loan servicing for the Program.
“Subordinate Loan”	Any subordinate financing originated by a Participating Lender and made in conjunction with a first mortgage loan made in accordance with Program requirements.
“TBA”	To-Be-Announced.

“Trustee”	A financial institution that holds fiduciary responsibility and liability to enforce the terms of the trust indentures.
“USDA RD”	An agency within the United States Department of Agriculture which insures Single-family mortgage loans, in rural areas of the United States.
“VA”	The United States Department of Veteran Affairs, a federal agency which insures single family mortgage loans to veterans of the United States military.
“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-2022-05-Document-Upload>

Florida Housing must receive the entire Response on or before 2:00 p.m., Eastern Time, on May 11, 2022, 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 2022-05) 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 April 20, 2022. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on April 27, 2022. 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 two 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 two 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

Respondent firms (not individual employees) to this RFQ **must** have experience with state and/or local HFAs as a Compliance Administrator of a Single Family Homebuyer Loan Program, with at least three years of current experience providing compliance and online reservation system training and maintenance for MBS programs.

The services that the Compliance Administrator shall perform include the following:

A. Assist Staff in assessing and monitoring Lender participation in the HLP.

B. Provide periodic Lender training sessions online, via webinar, in-person, or as otherwise determined by Florida Housing. Online training must be accessible to Lenders at any time, instruct them on utilizing the reservation system, and include HLP training as needed and directed by Staff.

C. Provide a real-time, user-friendly, online loan reservation, tracking and reporting system that will:

1. Allow Lenders to reserve HLP and Subordinate Loan funds, access HLP documents, and manage their active loan pipeline;

2. Track the availability of HLP funds, Lender reservations, the status of each reservation (e.g. underwriter certification, delivered to Servicer for review and purchase, exception status, etc.), purchases by Servicer, and the purchase price by the Trustee;

3. Allow Lenders the ability to track both their individual as well as institutional production, and track and report funding specific to any special set-aside and target areas;

4. Enable Florida Housing and third parties such as TBA providers and Financial Advisors to monitor reservations through reporting features as well as download reservation reports into Excel; and

5. Interface and communicate effectively with the Servicer, at least on a daily basis to allow for the purchase of eligible loans from participating Lenders.

The reservation system should be able to be customized to meet the needs of the HLP as determined by Florida Housing.

D. Work with Staff to create new or modify the HLP Program Guide and existing HLP documents in accordance with HLP needs to meet federal and/or state regulatory requirements or as required by Lenders. These documents will be housed by the Compliance Administrator and made accessible via the online loan reservation and tracking system.

E. Provide support by telephone and electronically for Lender questions on HLP requirements, the reservation and tracking system, and other issues.

F. Review loan files for compliance with the HLP Program Guide and all applicable HLP requirements, and communicate with both Staff and Lenders to ensure that the loan delivery to the Servicer does not exceed HLP timelines.

G. Have the ability to notify Lenders, either electronically or through the online reservation system, of any changes or updates to agency (Fannie Mae, Freddie Mac, USDA-RD, VA and FHA) guidelines, rules, and regulations once changes have been communicated and/or confirmed by Florida Housing's Servicer and Staff.

H. Provide Florida Housing's Trustee with confirmation of loan accuracy and wiring instructions for the distribution of mortgage funds, if requested.

I. Provide reports and data in digital format, as requested by Staff or third parties, to include the following in both Excel and PDF formats:

1. Program Summary: HLP Series, Originator, Interest Rate, Down Payment Assistance (DPA) used, Allocation Amount, Total Allocation Used, Number of Loans Reserved, as well as the dollar amount and units in each reservation status (Underwriter Certified, Exception, Compliance Approved, Purchased).

2. Demographic Analysis: For each loan, indicate the annual income, household size, loan amount, purchase price, loan type, property type, county, whether the property was existing or newly constructed, interest rate, targeted or non-targeted area, whether or not the borrower was a first time buyer, gender, DPA type, marital status, race/ethnicity; HLP averages: loan amount, average household income, purchase price, household size, age, second loan amount, and total percentage of loans with second mortgages.

3. Reservation Report: Provide the following information for loans reserved during the prior month. Reservation date, Loan ID, borrower last name, reservation date, current stage of loan, stage date, closing date (actual/estimated), program series and pool type, county, first mortgage amount, type of down payment assistance used (whether our own or outside sources), down payment assistance amount, CLTV, purchase price, property type, interest rate, FICO score, originator and loan officer, borrower occupation, county area median income, household income, number of people in the household, program income limit, ethnicity, age, gender, marital status, eligible (Y/N), First Time Homebuyer (Y/N) and Foreclosed/REO (Y/N).

J. Provide Florida Housing, Trustee, Lenders, the Servicer or other parties, certifications required to assure compliance with HLP requirements.

K. Consult with and advise Participating Lenders, Florida Housing, the Servicer and the Trustee on technical and systemic issues that might occur.

L. Provide necessary and/or appropriate services to administer the HLP, as required by Staff.

M. Produce and distribute recapture letters to homebuyers for all purchased loans in accordance with Section 143 of the Internal Revenue Code of 1986.

N. Prepare and present accurate data for bond documents as requested by Florida Housing to include verifying accuracy for the social bond designations in official statements.

O. Assist FHFC Staff in setting up and administering new HLP products as well as setting up accurate parameters to measure success.

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 is in compliance with Section 448.095, Fla. Stat.

G. 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.

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 2022-05 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 attachment. 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.), address, and telephone number of the Respondent.

B. GENERAL INFORMATION - Provide evidence that the Respondent is qualified to do business in the State of Florida by submitting a Certificate of Good Standing from the Florida Department of State or an opinion letter from the attorney for the Respondent.

C. EXPERIENCE AND RESOURCES

1. Provide a description of the Respondent that includes the length of time the Respondent has been in business, and include any organizational or ownership changes anticipated within the next two years.

2. Describe the Respondent's ability to provide the services requested in Section Four, Item I, of this RFQ immediately upon award of the contract. Include a list of HFAs currently being served, and specifically identify those HFAs you serve that also use a third-party Servicer for their Single Family Homebuyer Program.

3. Demonstrate that the Respondent has experience with state and/or local HFAs as a Compliance Administrator of a Single Family Homebuyer Program, with at least three years of current experience providing compliance, reporting, and online reservation system training, and maintenance for MBS programs.

4. Identify any contracts which expired and were not renewed, or were terminated prior to contract expiration, in the past 24 months by other HFAs. Include an explanation for each termination.

D. QUALIFICATIONS OF PERSONNEL

1. List the names and titles of all the Respondent's personnel who shall be assigned to perform the services requested in Section Four, Item I, of this RFQ. Provide résumés for each person that describes their assigned responsibilities and length of employment with the Respondent.

2. List the person who will be the primary contact for service and support for the HLP. State where located, hours of availability, and list the other clients for which this person also serves as a primary contact.

E. WORK PLAN FOR SCOPE OF SERVICES - Describe the Respondent's plan to provide the services requested in Section Four, Item I, of this RFQ. Include how program information and data is shared and exchanged between the Respondent, Lender, Servicer and Florida Housing.

F. LENDERS - Describe the Respondent's ability to provide Lender communication, training, and consultation. Discuss the Respondent's role in assisting Lenders with managing their loan pipeline specific to loan exceptions and what assistance is provided by the Respondent to facilitate the purchase of loans with deficiencies.

G. SYSTEM SOFTWARE

1. Describe the system and software the Respondent proposes to use for the HLP. Include a description of the reporting capabilities of the system. Identify the types of reports that Staff will be able to download or access from the system independently. Indicate the system’s capacity to import historical program data for the purposes of analysis and reporting. (Note: Florida Housing may require that the Respondent provide a software demonstration of the online reservation system for the Review Committee and/or the Board.)

2. Describe the system’s present ability to receive and process compliance packages from Lenders electronically (paperless).

3. Describe your business continuity plan in the event of computer system failure, natural disasters, etc.

4. Describe any other system capabilities that the Respondent feels will add value to Florida Housing’s HLP.

H. FEES

1. Itemize all fees that the Respondent will charge for providing services under this RFQ for HLP.

2. Fees proposed must include all charges relating to the services required under the contract and all out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copy costs, and travel, if any. No costs will be reimbursed under the contract.

FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.

I. 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 2018-07, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: _____

Print Name: _____

Print Title: _____

J. 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 2018-07, that the Respondent is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

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

K. 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. Experience and Resources	20
D. Qualifications of Personnel	20
E. Workplan for Scope of Services	30
F. Lenders	25
G. System Software	40
H. Fees	30
Total Points Available.....	165

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.